

The Solicitors' Journal.

LONDON, AUGUST 18, 1883.

CURRENT TOPICS.

WE PRINT ELSEWHERE the order of re-transfer to Mr. Justice PEARSON of the causes and matters which were transferred to Mr. Justice NORTH during the absence of the former learned judge on circuit.

WE ARE ENABLED to state that, with a view to obviating the inconvenience experienced by counsel and solicitors attending the sitting of the Vacation Judge on Wednesday last in Room No. 700 at the Royal Courts of Justice, it has been arranged that, in future, the sittings will be held in Room 98 on the court floor, which is one of the rooms usually occupied for judges' chambers business in the Queen's Bench Division, and adjoins the bar room on the one side and the solicitors' hall on the other.

WE BELIEVE that the work in the offices of the Chancery Division, consequent upon the number of orders made both in court and in chambers shortly before the commencement of the Long Vacation, is heavier than has ever been known. The orders required to be printed are so numerous that the Government printers are unable to keep pace with the demands upon them, and the delay in this respect has caused some inconvenience to solicitors.

THE DEBATE in the House of Commons on the new rules elicited from the SOLICITOR-GENERAL an assurance, which we presume he must have been authorized to give, that "those who framed the rules would carefully consider any suggestion made by the Bar Committee or the Incorporated Law Society." If this means, as Mr. DAVEY seemed to understand it as meaning, that the Rule Committee are open to receive and consider suggestions from the bodies named, with a view, in case they are thought worthy of adoption, of modifying the new rules on particular points, we think that little reasonable ground of complaint will remain. It is useless to complain, as Sir HARDINGE GIFFARD did, of what he called this "silent and secret mode of altering the law" by rules of court. It is open to question whether it was wise to confer such a power on the judges of the Supreme Court, but after they have exercised it for eight years, and after it has been the practice for the last thirty years or so to give somewhat similar powers to judges, it is not very likely that Parliament will deprive them of the power of making rules. The practical question now is how the judicial legislators can be best approached so as to induce them to reconsider the points on which the rules are fairly open to criticism. One of the most important of these is the rule in the order as to costs (ord. lxxv., r. 11), to which we drew attention immediately after the rules were signed, and which, as Mr. GREGORY said, makes a solicitor personally liable for costs in case he should have made the slightest error or slip. We cannot help thinking that if the hint thrown out by the SOLICITOR-GENERAL is acted upon, and the injustice of this rule is represented by the Incorporated Law Society to the Rule Committee, some modification of it may be obtained. By the way, would not the consideration of the new rules as they affect solicitors afford a more profitable subject for the consideration of the annual provincial meeting of the Incorporated Law Society than some of the topics hitherto discussed at those meetings?

first day of the secret sittings, which are to be hereafter substituted for the sittings in court of the Vacation Judge. The door of the judge's private room was besieged, and the lobby blocked, by a crowd of barristers and solicitors, anxiously awaiting the often long-delayed summons to enter. The door leading to the judicial presence was "tyled" as jealously as if masonic mysteries were being transacted within; the room was tabooed to reporters and to the public; and questions which, a week before, would have been solemnly argued in open court became the subject of the sort of discussion which occurs in a judge's private room. If the main object to be aimed at in the administration of justice were to dispose of cases rapidly, there might, perhaps, be much of a theoretical nature to be said in favour of the new arrangement. It might be thought that eloquence and verbosity would become impossible, and that the colloquial debate which occurs in chambers enables the judge to grasp very speedily the points of the case. But the odd thing is that, with all this jealous secrecy and all this informality, no more business seems to have been got through than under the old system of sittings in court. Mr. Justice PEARSON is stated to have sat from half-past ten to six o'clock, and to have disposed of about forty cases in the list, besides numerous *ex parte* and special applications not in the list. We believe that, in fact, thirty-three orders were made. On the first vacation sitting in court last year, Mr. Justice NORTH had a list of over eighty petitions and motions, besides a heavy batch of summonses. He sat from half-past ten to seven o'clock, and disposed of the greater part of this mass of work. Where, then, is the advantage of the new system?

IT IS STATED that not only are the vacation sittings to be held in private, but also that a very rigorous supervision is to be exercised over the nature of the business which is to be brought before the judge. A similar announcement has been made at the commencement of several previous Long Vacations, and in 1879, Mr. Justice STEPHEN not only made the rule but acted upon it, dismissing, with costs, applications which did not appear to him to be urgent enough to be taken in vacation. Notwithstanding this, about 850 orders were made during that Long Vacation, and the number has rapidly increased since. Learned judges seem to forget that the only mode of preserving the Long Vacation (which the resolution they came to at their annual council in 1881 shows they so greatly value) is to afford reasonable facilities for disposing of legal business during it. If these facilities are denied, the public and Parliament are certain, at no distant date, to come to the conclusion that the Supreme Court shall no longer practically shut its doors for 127 days in the year. To the great mass of lawyers it will matter little if the Long Vacation is abridged; very many practitioners have a strong sympathy with Mr. FOWLER's efforts to abridge it, and if the judges look for any very active support from the profession in their opposition to such a proposal, they will, we imagine, find themselves mistaken. We should have thought that the judges would, in their own interests, see the expediency of not giving occasion for the cry that inadequate facilities are afforded for the transaction of vacation business. It would have been wiser on their part to propose that more vacation judges shall be appointed than to attempt to restrict the business to be heard during the Long Vacation. It is to be observed that Lord BRAMWELL, in presenting the petition from the Bar Committee with reference to the new rules, said that "he would have liked to see the Long Vacation shortened, there being some rota or other arrangement by which the judges might sit in turn."

A CORRESPONDENT says:—"It is much to be regretted that the new rules have not empowered the judges of the Supreme Court to make declarations of future rights when required to do so in a

proper case. The existing rule is based on what is known as the course of the court, and is fortified by the authorities of *Lady Langdale v. Briggs* (8 D. M. G. 391, decided in 1856) and *Hamp-ton v. Holman* (L. R. 5 Ch. D. 391, decided in 1877). It is, however, at best, a rule of procedure only, and, therefore, one which the Supreme Court might alter under section 17 of the Judicature Act, 1875. Take the case of a devise or bequest to A. for life, with a limitation over, and suppose a question arises as to this limitation—e.g., if in favour of a class immediately ascertainable, as to who are the members of the class, or if in favour of a charity, whether the gift is or not valid on the ground of mortmain. The law allows rever-sionary interests to be dealt with as freely as immediate interests; but, as it at present stands, it does not allow the remaindermen in the first case, or the charitable institution in the second, to obtain an authoritative opinion from the court as to what their title is, or whether they have any at all. It is obviously often as important for a man to know what his property will be at the end of the next two years, or at the expiration of a life estate which may terminate within that period, as to know what his property is at the present time; for he will, if prudent, regulate his scale of living, the conduct of his affairs, and the education of his children accordingly. Again, if I may borrow on the security of a reversion or expectancy, why may I not put the court in motion to ascertain what security I can give? And if the court will not assist me, how can I borrow, if at all, except at ruinous interest? Many other like cases of inconvenience might be put and are frequently occurring in practice. Yet they might all be remedied by a rule in these terms: 'It shall be lawful for the court or a judge to make binding declarations of right in any case in which it shall appear to be expedient to do so, notwithstanding that such rights are future rights, and that no consequential relief is asked or granted in respect of them.' This is, in fact, only a mild extension of the rule of practice to be found in section 50 of the Chancery Proce-dure Act, 1852. It appears that, under special circumstances, the court may disregard the technical rule above referred to (see *Curtis v. Sheffield*, 30 W. R. 581); but such a new rule as I suggest would certainly be desirable."

AFTER A THREE HOURS' DEBATE ON Saturday last, the Government withdrew the proposed new clauses to the Bankruptcy Bill, providing for the extension of its provisions to Ireland; and on Tuesday the re-port of the amendments in Committee was taken. Unsuccessful attempts were made to reverse the decision of the Committee upon a number of points, chiefly with reference to clause 4 (defining acts of bankruptcy) and clause 6 (relating to petitioning creditor's debt). On clause 55, which provides for the disclaimer of onerous property, Mr. CHAMBERLAIN stated that the Government intended to insert words with a view to limiting the personal liability of trustees, and would probably do so in the House of Lords. Clause 127 (relating to general rules) was amended by the insertion of the following sub-clause:—

"After the commencement of this Act, no general rule shall come into operation until the expiration of fourteen days."

In clause 155, the word "may" was substituted for "shall," with reference to the appointment to the performance of new duties of persons whose offices will be abolished; and Mr. CHAMBERLAIN promised to introduce a proviso to rule 26 of the first schedule (which prohibits the holder of any proxy from voting for the ap-pointment of himself, his partner, or employer to any office for which he would receive remuneration), excluding the application of the rule to a person voting for himself as trustee under a special proxy to that effect. The Bill was then read a third time.

It is stated that the Departmental Committee appointed by the Home Secretary to inquire into the duties of the office of Public Prosecutor have now adjourned the remainder of their inquiry until November. The committee will report next session the results of their investigation.

Mr. H. Fowler has given notice that, in consequence of the misapprehen-sion under which the division took place on his motion on Saturday after-noon in relation to the excessive length of legal vacations, he will move next session "That, in the opinion of this House, the sittings of the Supreme Court of Judicature ought not to be suspended for upwards of four months in every year, and that the legal vacations fixed by the rules of 1883 are unnecessarily long, and ought to be shortened."

THE PROVISIONS OF THE BILLS OF SALE ACT, 1882, WITH REGARD TO NON-PRODUCTION OF RECEIPTS FOR RENT.

THE case of *Ex parte Cotton* (L. R. 11 Q. B. D. 301), recently decided in the Queen's Bench Division, raised points of great im-portance under the Bills of Sale Act, 1878, Amendment Act, 1882. That Act is a very loosely-worded specimen of modern legisla-tion, and the decision to which we allude illustrates very forcibly the difficulties arising from some of its provisions as they stand.

The facts of the case, so far as material for present purposes, were these. Before the coming into operation of the Act, one Cotton gave a bill of sale of the furniture, &c., on certain premises, which was duly registered. On the 9th of June, in the present year, a sum of £5 became due for rent from the grantor of the bill of sale in respect of premises upon which part of the goods included in the bill of sale were. The grantee of the bill of sale wrote, on the 13th of June, asking the grantor to pay the rent so due and produce the receipt for the same. This requirement not being complied with, on the 19th of June, the grantee seized the goods included in the bill of sale, claiming to be entitled to do so under the 4th sub-section of section 7 of the Act of 1882. It appeared that the landlord had never asked for the rent or required it to be paid. An application being made to restrain the grantee of the bill of sale from remaining in possession or selling the goods, under section 7 of the Act, two questions arose, one being whether that section applies to seizures made after the date of the coming into operation of the Act under bills of sale registered before that date; and the other being, whether the grantor had, without reasonable excuse, not produced his last receipt for rent within the 4th sub-section of section 7, and so the grantee had become entitled to seize under that sub-section.

The court held that the provisions of the 7th section, which restricts the right of seizure under a bill of sale to certain events, and enables the court or a judge to relieve against the seizure upon certain conditions, did apply to bills of sale registered before the coming into operation of the Act. This question does not seem to us free from difficulty. There is no doubt that the neces-sary consequence of so holding is that rights vested by contract at the date of the Act are altered by retrospective legislation. Mr. Justice Watkin Williams pointed out that the decision of the court did not involve holding that the statute was retrospective in the strictest sense, because it was not held that it would apply to seizures made under bills of sale before the Act. That, no doubt, is so; but, nevertheless, the effect of the decision is to hold that the Act is retrospective, in the milder sense of interfering with and altering existing contracts. We are not, however, on the whole, disposed to quarrel with this decision. There is no doubt that the idea under which the Act was passed was the necessity of pro-tecting the fly from the urgent rapacity of the spider, and preventing gross extortion and oppression; and we should think the probability is, that the section was intended to apply to all seizures under bills of sale taking place subsequent to the Act. Mr. Justice A. L. Smith, in his judgment, derived a very strong argument in favour of the view the court took from the language of the 13th section of the Act. That section provides that "all personal chattels seized after the commencement of this Act under any bill of sale, whether registered before or after the commencement of the Act, shall remain on the premises where they were so seized, and shall not be removed or sold until after the expiration of five clear days." Five days is the time given by the 7th section for an application to restrain the sale of goods seized under a bill of sale, and the learned judge came to the conclusion that the respite of five days provided for by the 13th section was obviously intended to give an opportunity for the application for relief under the 7th section, and that, as the 13th section expressly applied to seizures made under bills of sale registered before the Act, by necessary implication the 7th section must do so also.

The court also decided, on the second question, that there had been no failure to produce the last receipt for rent without reason-able excuse within the 4th sub-section of the 7th section, and, therefore, that the right of seizure on that ground had not arisen. We are not prepared to dispute the correctness of this decision.

having regard to the very extraordinary language of the sub-section, but the result does look to us something like an absurdity. The contention for the bill of sale holder was that, by necessary implication, the statute means that the rent must be paid when due, and the fact of its not having been paid, under whatever circumstances, could not amount to a reasonable excuse for the non-production of the receipt. But the court pointed out that the statute does not in terms say anything of the sort, there being no words making non-payment of the rent the condition precedent to seizure, and they held that, where the time has not come when, in the ordinary course of business, the payment of the rent would be demanded, the obligation to produce the receipt has not yet arisen, or, what is the same thing, there is a reasonable excuse for the non-production of the receipt. Practically, people do not pay their rent *ad diem*, and the argument is that the statute cannot have meant that, in every case where the rent is not paid *eo instanti* that it is due, there should be an immediate right to seize. Mr. Justice Watkin Williams said: "It seems to me, when a landlord is not in the habit of demanding his rent at the moment it falls due, as, for instance, in the case of agricultural leases, in which case it is the common practice not to insist on the payment of rent till the rent audit day, and nobody ever does pay his rent till that day, that if, in such a case, a demand is made for the production of the receipt for rent—e.g., for the production of the receipt for the Michaelmas rent on the 1st of October, and the tenant says that he cannot produce the receipt because he has not paid the rent, and it is not usual to pay it till the rent audit day—that would be a reasonable excuse within the statute. I do not think where a man does not produce his receipt, the time not having come when, in the ordinary course of things, he would be called upon to pay his rent, it can be meant that there is to be instantly a forfeiture under the bill of sale, on the ground that he has, without reasonable excuse, failed to produce the receipt."

This may be very sound reasoning upon the words of the provision, and we do not suggest it is not; but it is a different question whether, if the provision means this, it is fair or reasonable from the bill of sale holder's point of view. The object of provisions in a bill of sale with reference to the production of the last receipt for rent, is to protect the grantee from having his security swept away by a distress. The fact that a landlord is indulgent, and does not come down on the tenant for his rent on the very day, may arise from the fact that he has the security of the power of distress. If the landlord found out that his tenant was shaky, there is nothing to prevent him from distraining, notwithstanding his ordinary practice of indulgence, the day after the rent becomes due. It is obvious that the essence of the provision is that, inasmuch as the grantee is leaving the goods in the grantor's possession, and therefore subject to the risk of distress, he should have the opportunity of seizing the instant rent is due and unpaid, and so anticipating a distress. Possibly it is contrary to public policy, and objectionable altogether, that he should be allowed to take up this position; but, if so, it would seem that the provision in sub-section 4 of section 7 should have been omitted altogether.

Another difficulty arises. It seems to us that the "reasonable excuse" contemplated by the sub-section must mean "reasonable excuse to be given to the grantee of the bill of sale," because the grantee has to determine whether he is entitled by the sub-section to seize the goods, and possibly he is guilty of trespass if he seizes without being authorized by the sub-section. How is the grantee to know or determine what the particular landlord's practice may be with regard to the margin of time that he allows after the quarter-day for the payment of the rent? The tenant's statement on the subject is not likely to afford a very trustworthy criterion. On the whole, the bill of sale holder is left by this decision in a very unsatisfactory position with regard to this question; but possibly—inasmuch as the Legislature, no doubt, intended by this Act to interfere with the natural relations between spiders and flies, to the disadvantage of the former—this result may also have been intended.

THE NEW RULES OF COURT.

VI.—TRIAL.

IN saying that the change already noticed in the mode of trial is the chief change introduced by the long order XXXVI., we are saying that there has been little substantial alteration of any kind. It may be noticed, however, that rule 11 removes a doubt that existed under the old rules, and expressly lays down that notice of trial may be given "with the reply (if any) whether it closes the pleadings or not, or at any time after the issues of fact are ready for trial," and rule 15 completes the provision by saying that the cause may be entered, although the pleadings are not closed.

Rules 54 and 55, introduce an improvement in regard to matters sent to referees under section 56 of the Judicature Act, by providing that where the report is made in a matter which has been adjourned for further consideration, any party may, on the hearing or further consideration, move for the adoption of the report without notice, or may, on four days' notice, move to vary or remit; and that, where there has been no adjournment for further consideration, the motion to adopt, vary, or remit may be on an eight days' notice.

Rule 57 is probably more important than it appears at first sight. The old rules had provided (ord. XIII., r. 6) that on a judgment for default of appearance, in case of the claim not being for a liquidated demand, the damages might be assessed either (as formerly) on a writ of inquiry, or "in any way in which any question arising in an action may be tried"; and this provision is now repeated under the same number. But ord. XXXVI., r. 57, further provides that in any case where it appears to the judge that the amount of damages is substantially a matter of calculation, it shall not be necessary to issue a writ of inquiry, but the judge may direct the amount to be ascertained by an officer of the court, who is to have all the powers necessary for the conduct of such an inquiry, and is to deliver the order, indorsed with the amount of damages, to the person entitled to the damages, who may deal with it as upon the finding of a jury. This provision goes much beyond that of ord. XIII., r. 6; there is nothing to prevent such an order being made at any stage of the cause; and, since it may be made subject to any conditions, and its operation may be suspended as circumstances may require, it will probably be found a useful means of severing the triable from the untriable part of an action. Is it intended as a substitute for the old form of a reference to masters?

The regulation of rule 58, that where damages are to be assessed in respect of a continuing cause of action, they shall be assessed down to the time of assessment, is a convenient alteration; though here and there some difficulty may arise under it.

The regulations contained in rules 36 and 38, as to speeches and cross-examination, would hardly require notice but for the fact that the application of the latter rule is excluded from the conduct of writs of inquiry; which is a pregnant negative, implying that the presiding officer on such an inquiry has no control over the cross-examination.

As to rule 37, however, which forbids evidence in chief from being given, in mitigation of damage, as to the circumstances under which the libel or slander complained of was published, unless particulars have been given seven days before the trial, its wisdom will probably be thought open to doubt. Defendants must, however, take warning that for the future no such defence as that of having heard the report from others, or copied it from a newspaper, will be open to them, unless they have given due notice of the particulars, including, it may be presumed, the names of the persons or newspapers, with dates, &c. Had such evidence been ever admissible as a defence to the action this stringency would have been reasonable enough, but as it could only be offered in mitigation, it is not so easy to understand the motive of the regulation. In the case of evidence going to the character of the plaintiff, the matter stands on a somewhat different footing. It may be a great hardship on a plaintiff to have a suspicion suddenly suggested, which, at the moment, he has no means of meeting fully; but it may be suggested in cross-examination still. It may be a great hardship that what is so suggested should be confirmed by evidence; but it may be doubted whether it often is. It may be also that one against whom such

A covered passage leading through the new Royal Courts of Justice Chambers, in the Strand, into Essex-court, Temple, is now open. The entrance from the Strand is nearly opposite the main entry to the new Law Courts.

suspicion may be justly raised will now, by knowing how to meet it, succeed in depriving it of its fair force, and thus place the blemished reputation in the same position as the reputation which is unstained. It may be also that a defendant may take advantage of the opportunity given him by the seven days' notice to threaten the plaintiff with disclosures which may be as disagreeable as if they were discreditable, but which at the trial he would not dare to offer in evidence. It may be, in short, that it would have been as well to leave the matter, as before, to the good sense of judges and juries.

As we are here upon the question of evidence, it may be conveniently noticed that the orders on evidence have been largely increased in bulk. Order XXXVII. has had incorporated in it a number of rules, drawn from various statutes, from the Consolidated Orders, and from practice, and has a rule (rule 4) making office copies of writs, records, pleadings, and documents filed in the High Court admissible as primary evidence. Another rule (numbered 3), as to reading evidence taken in another cause or matter, is expressed in such wide terms that its application may cause some difficulty.

Order XXXVIII., which deals with affidavit evidence, has also been much enlarged. It contains, as rules 1 and 3, the rules which were formerly rules 2 and 3 of order XXXVII., and which have very properly been transposed hither. In its first part it regulates the mode of drawing up, taking, and filing affidavits; where it may be noticed that an express provision makes any affidavit "insufficient" if sworn before the solicitor acting for the party on whose behalf it is to be used, or before his partner. Part II. relates to the use of affidavits in chambers in the Chancery Division, and Part III. reproduces the entirety (practically unaltered) of the old order XXXVIII.

It remains to notice certain modes of trying specific issues of law and of fact. It will be remembered that the old order XXXIV. (headed "Questions of Law"), by rule 1, gave the power to state "the question of law arising in the action" for the opinion of the court, requiring no order for that purpose, but only the consent of the parties; under this power (which is continued in the present ord. XXXIV., r. 1), the whole of the necessary facts are to be ascertained, and the whole of the legal questions in dispute are, by the case, to be submitted to the court. But rule 2 gave power to obtain an order for the decision of any question of law which it would be convenient to have decided at an early stage of the action; but did not enable the parties to bring such a question before the court by consent merely. It is hard to see why the parties should not have done this by consent merely; since, if they consent, the order will be made as a matter of course. No alteration, however, is made by the new rules in this respect. Again, the old order XXXIV. was defective in not saying what was to be done, or what consequences were to follow, on the hearing and decision of the special case, or of the point of law; a defect which is only partially remedied by rule 6, now providing for the entry of judgment for a sum of money, if so agreed in writing by the parties. (Why not if so provided in the special case itself?) If rules 2 and 3 had been more providently framed, it would hardly have been necessary to leave, in order XXV. ("Proceedings in lieu of Demurrer"), more than rule 1, by which "no demurrer shall be allowed." By ord. XXV., r. 2, however, any point of law raised on the pleadings may, by consent or by order, be set down for hearing and disposed of before the trial; and by rule 3, if the decision of such point substantially disposes of the whole action, or of any distinct ground of defence, &c., the action may be dismissed, or such other order made as may be just. It is hardly in accordance with the title of the order that, by rule 4, a claim or defence may be struck out as frivolous or vexatious, and the action stayed or dismissed, or judgment entered, as may be just; or that, by rule 5, it is declared that no action or proceeding shall be open to objection on the ground that a merely declaratory judgment or order is sought. These are hardly "proceedings in lieu of demurrer."

Regretting the unnecessary division of matter and multiplication of procedure, we see no reason to regret the abolition of the elaborate and cumbrous machinery of the old order XXVIII., or even of demurrers themselves. No instrument was better adapted for deciding a genuine point of law, fairly raised on the pleadings, and going to the substance of the case; but it was so seldom that these conditions were all combined, that proceedings on demurrer were

more often than not a vexation to those who had to argue them, and a useless increase of costs. It must be said, indeed, that the prejudice against demurrers was so great upon the bench, that they did not by any means get fair play; probably a consciousness of the injustice which, in former times, the court had often allowed demurrers to inflict on suitors, united its influence with a daily increasing reluctance to lay down strict legal principles, in bringing them into disfavour. The fact, at any rate, to whatever cause it was due, was, that they had become a very unserviceable weapon. It may be hoped that the same jealousy will not be shown by the bench towards the substituted procedure, which, if fairly handled, will certainly be found of great advantage.

The second part of order XXXIV. is new, and relates to "issues of fact without pleadings." We doubt whether it will be much used, and cannot see what advantage it presents to the suitor over the pleadings it proposes to dispense with.

The proposal to abolish rules *nisi* is carried out with respect to new trials, awards, attachment, answering the matters of an affidavit, striking off the rolls, and application against a sheriff to pay money levied under an execution (ord. XXXIX., r. 3; ord. LII., r. 2). We should gladly have seen the list enlarged. As to awards, the pitfall laid for suitors by section 26 of the Act of 1875 is removed, and the time for making application to set aside is fixed by reference, not to the old terms, but to the sittings (ord. LXIV., r. 14).

With respect to execution, a few provisions may be noticed. The provision for discovery in aid of execution, transferred from ord. XLV., r. 1, is made of general application (ord. XLII., rr. 31—33.) Execution remains immediate for a sum of money or costs; in other cases (excepting for the recovery of land) it is in fourteen days, unless otherwise ordered; for the recovery of land, on affidavit of due service of the judgment and disobedience; but there may be a separate writ for costs only in the case of judgments for money and for land (ord. XLII., rr. 17, 18, 19; ord. XLVII., rr. 2, 3); provisions are also made for application for leave to issue execution in the nature of a *scire facias*.

CASES OF PREVIOUS WEEKS.

APPEAL—TIME—EXTENSION—SPECIAL LEAVE—ORD. 58, r. 15.—In a case of *In re The Manchester Economic Building Society*, before the Court of Appeal on the 7th inst., a question arose, under somewhat peculiar circumstances, as to extending the time for appealing from an order made on a winding-up petition. The company, which was registered under the Companies Act, 1862, with unlimited liability, consisted of a very small number of members. The regulations contained in Table A. in the schedule to the Act applied to it. In March, 1880, a shareholder who held 100 shares in the company, and who was a person of some substance, died. The remaining shareholders were only eight in number. On the 8th of November, 1881, the executors of the deceased shareholder executed a transfer of his shares to a person of small means, and this transfer was registered on the 7th of December, 1881. On the 30th of October, 1882, five of the remaining eight shareholders transferred their shares to men of straw, and the transfers were registered on the 31st of October, 1882. On the 10th of November, 1882, an extraordinary general meeting of the company was held, in pursuance of previous notice. The only shareholders present at the meeting were some of the transferees, either in person or by proxy. An extraordinary resolution was passed that it had been proved to the satisfaction of the company that the company could not, by reason of its liabilities, continue its business, and that it was advisable to wind up the same, and it was resolved that the company be wound up accordingly, and liquidators were appointed. On the 29th of November, 1882, a creditor presented a petition to the Lancaster Chancery Court, praying that the voluntary winding up might be continued subject to the supervision of the court, or otherwise that the company might be wound up compulsorily as from the date of the passing of the extraordinary resolution. At the hearing of this petition, on the 18th of December, 1882, the petitioner only asked for a supervision order, and an order to that effect was accordingly made. On the 19th of April, 1883, the petitioner for the first time became aware that the resolutions for the voluntary winding up were invalid, because the majority of the shareholders who voted at the meeting of the 10th of November, 1882, were not entitled to vote by reason of their not having been members of the company for three months prior to the meeting. On making this discovery the petitioner and some other creditors of the company, by special leave of the court, on the 4th of May, 1883, gave notice of motion in the Lancaster Court, asking that the order of the 18th of December might be superseded, or discharged, or altered, and that an order might be made for the compulsory winding up of the company as from the date of the presentation of the petition, and that, if necessary,

the petition might be re-heard. This notice was served upon the company, the transferees of the shares, the transferors, including the executors of the deceased shareholder, and the liquidators. The object of the application was that the estate of the deceased shareholder, whose executors had transferred his shares in November, 1881, might be made available for payment of the creditors by placing the executors on the list of contributories as past members of the company, if the winding up could not be made to commence as from the presentation of the petition on the 29th of November, 1882. This result could not be attained, as, otherwise, more than a year would have elapsed since the registration of the transfer in December, 1881. The motion was heard on the 23rd of May, 1883, by Bristowe, V.C., and was refused by him. He was of opinion that he had no jurisdiction to entertain the application, and that, if he had, no case was made for the exercise of it. The applicants, on the 8th of June, 1883, gave notice of motion in the Court of Appeal, asking that the order of the 23rd of May might be reversed or discharged, and that an order might be made for the compulsory winding up of the company as from the date of the presentation of the petition, and that, if necessary, notwithstanding that the time limited had expired, the petitioner might be at liberty, within such time as the court might direct, to serve and set down for hearing a motion by way of appeal from the supervision order of the 18th of December, 1882, and that in lieu thereof an order might be made for the compulsory winding up of the company. The Court of Appeal (BRETT, M.R., and COTTON and BOWEN, L.JJ.) held that, under the circumstances, the time for appealing from the order of the 18th of December ought to be extended, and they made an order for compulsory winding up. BRETT, M.R., said that the petitioner, when he presented his petition, did not know of what had taken place in the passing of the resolutions for winding up voluntarily, but supposed that the thing had been done with ordinary business-like honesty. The court was not informed of the way in which matters had been manipulated, and did not know that the resolutions were invalid. If the petitioner and the court had known at the time all that had taken place, a compulsory order would certainly have been made. As soon as the petitioner discovered the real facts he applied to the Vice-Chancellor. It was not necessary to decide whether the Vice-Chancellor could have re-heard the petition, or whether the only remedy was by way of appeal, for an appeal would certainly lie if the time had not expired. The right to appeal was now subject to the special leave of the Court of Appeal, and the question was whether the court ought to enlarge the time. An attempt was made to defeat and circumscribe the power of the court. Reliance had been placed on expressions used by some judges in other cases, to the effect that the time would not be enlarged unless the respondent had done something to raise an equity against himself. This seemed to be introducing into the rule words which were not there. Each case must be judged on its own merits, and the court was bound to give leave if justice required that it should do so. The framers of the rule could not have foreseen such a case as the present. Enormous injustice would result if the leave to appeal was not given, and no injustice would be caused by giving the leave. That being so, leave ought to be given, and the court ought now to make the order which the court below ought to have made if it had known the facts. COTTON, L.J., said that no doubt, in *McAndrew v. Barker* (L. R. 7 Ch. D. 705), Jessel, M.R., said, "This court has no discretionary power to deprive a litigant of any advantage given him by the General Orders, unless there has been on his part some conduct raising an equity against him." But, in *In re Blyth and Young* (L. R. 13 Ch. D. 420), James, L.J., said, "With regard to *McAndrew v. Barker*, I wish to say that I think it was a little too strong to say that the court has no discretionary power to enlarge the time for appealing unless there has been conduct on the part of the respondent raising an equity against him. The court did not intend to lay down a positive rule in every case; it was not intended, for instance, to apply to the case of inevitable accident." And, in *In re New Callao* (L. R. 22 Ch. D. 484), Jessel, M.R., said (page 488) that he concurred with what the court said in *In re Blyth and Young* as to the meaning of the language used in *McAndrew v. Barker*. And Cotton, L.J., said that in *In re New Callao* he himself said (p. 492), "I quite agree with the Master of the Rolls that that expression of his, 'unless there has been on his part some conduct raising an equity against him,' may be misunderstood. It is not necessary that there should be something in the conduct of the respondent which raises an equity against him, but it is necessary that there should be some equity which raises a case for the person proposing to appeal to gain an extension of time. There must be an equity in his favour, either from the act of the other party, or from something else recognized as a ground of equity." BOWEN, L.J., said that it would be inexpedient to lay down a hard and fast line. The rule gave the court a judicial discretion. Of course, if any injustice would be done by extending the time, the court would grant an extension only on terms.—SOLICITORS, Gregory, Rowcliffe, & Co.; Chester, Mayhew, & Co.

WILL—CONSTRUCTION—ESTATE TAIL CUT DOWN TO LIFE ESTATE DETERMINABLE ON BANKRUPTCY—REPUGNANCY.—In the case of *Re Stratford, Malcolm v. Stratford*, before Chitty, J., on the 2nd inst., a special case was heard raising (*inter alia*) a question whether devisees under the will of the testator took estates tail or life estates determinable on bankruptcy. It appeared that the testator, J. W. Stratford, by his will, made in 1870, after providing for family charges and portions, devised all his real estates, using technical words, to his trustees in trust for his eldest and other sons severally and successively in tail male according to seniority, "and so that every son might take an estate for life, determinable on his becoming bankrupt or incurring, &c., the said estates or the rents and profits thereof." In support of the contention that the proviso cutting down the estate tail to a life estate determinable was inoperative, there were cited *Fearn v. Count*

Rem., p. 252, and the cases there referred to, and *Seymour v. Vernon* (10 Jur. N. S. 487). CHITTY, J., said that he had no doubt as to what his decision should be. The testator had created in language of the most technical kind a series of estates tail. Having done so, he desired to protect the estates from their liability to alienation, and endeavoured to carry out his wish by taking away the personal interest of the individual attempting to alienate. Such a wish was not unusual, but, when attempted to be carried out, was defeated by the law. The proviso or condition introduced by the testator in substance substituted estates for life in the place of estates tail. There was, therefore, a conflict of gifts, and the subsequent devise must therefore be deemed void for repugnancy. There was, however, another reason why the proviso or condition failed. It had been held from the time of Coke, and was still the law, that a condition must determine or avoid the whole of the estate to which it was annexed, and not determine it in part only, and leave it good for the residue. In other words, you could not cut a life estate out of an estate tail, so as to get rid of the life estate, and leave intact the incidents and devolution of the estate tail. For these reasons he held that the will contained limitations to the testator's sons successively in tail male.—SOLICITORS, Winter & Co.; Clabon.

WILL—CONSTRUCTION—GIFT TO CHILDREN OF DECEASED WOMAN—ILLEGITIMATE CHILD.—In a case of *Smith v. Millidge*, before North, J., on the 4th inst., the question arose whether an illegitimate child could take under a gift by will to the children of a deceased woman. A testatrix bequeathed "to A., the eldest daughter of my deceased daughter S., my gold watch;" and she bequeathed other property to trustees "on trust for such of my children of my deceased daughter S. as shall attain the age of twenty-one years, absolutely equally share and share alike, the shares of such of them as shall be daughters to be for their sole and separate use." The deceased daughter S. had had three children, the eldest of whom (the daughter A. to whom the gold watch was given) was illegitimate; the other two, a son and a daughter, being legitimate. The words, "such of them as shall be daughters," could not, therefore, be satisfied unless the illegitimate daughter was to be considered as included in the gift to the children of S. North, J., held that the illegitimate daughter was included in the gift to the children of S. He said that the law on the subject was quite settled by *Hill v. Crook* (L. R. 6 H. L. 265) and *Doris v. Doris* (L. R. 7 H. L. 568). In *Hill v. Crook* Lord Cairns said (L. R. 6 H. L. 282) that "the term 'children' in a will *prima facie* means legitimate children, and if there is nothing more in the will, the circumstance that the person whose children are referred to has illegitimate children will not entitle those illegitimate children to take. But there are two classes of cases in which that *prima facie* interpretation is departed from. One class of cases is when it is impossible, from the circumstances of the parties, that any legitimate children could take under the bequest. A familiar example of that might be given in this way:—Suppose there is a bequest 'to the children of my daughter Jane,' Jane being dead, and having left illegitimate children, but having left no legitimate children. The other class of cases is of this kind:—When there is upon the face of the will itself, and upon a just and proper construction and interpretation of the words used in it, an expression of the intention of the testator to use the term 'children,' not merely according to its *prima facie* meaning of legitimate children, but according to a meaning which will apply to, and which will include, illegitimate children." The present case appeared to his lordship to fall within both of the two classes of gifts to which Lord Cairns there referred. Having regard to the use of the word "daughters," it seemed impossible to hold that legitimate children only were to take, and it was clear that on the construction of the whole will the word "children" was used by the testatrix in a sense larger than its *prima facie* sense of legitimate children.—SOLICITORS, Levin & Co.; Wilkinson & Drew.

POWER OF APPOINTING NEW TRUSTEES—TRUSTEES REMAINING ABROAD FOR MORE THAN TWELVE MONTHS—CONVEYANCING ACT, 1881, s. 31—SETTLEMENT EXECUTED BEFORE ACT—PERSON NOMINATED BY INSTRUMENT.—In a case of *In re Walker and Hughes' Contract*, before North, J., on the 4th inst., a question arose as to the proper person to exercise the power of appointing new trustees conferred by section 31 of the Conveyancing Act, 1881, in place of a trustee who had remained out of the United Kingdom for more than twelve months. Section 31, by sub-section (1), provides that, "Where a trustee, either original or substituted, and whether appointed by a court or otherwise, is dead, or remains out of the United Kingdom for more than twelve months, or desires to be discharged from the trusts or powers reposed in or conferred on him, or refuses or is unfit to act therein, or is incapable of acting therein, then the person or persons nominated for this purpose by the instrument, if any, creating the trust, or if there is no such person, or no such person able and willing to act, then the surviving or continuing trustees or trustee for the time being, or the personal representatives of the last surviving or continuing trustee, may, by writing, appoint another person or other persons to be a trustee or trustees in the place of the trustee dead, remaining out of the United Kingdom, desiring to be discharged, refusing, or being unfit, or being incapable as aforesaid." By sub-section (7), "This section applies only if and as far as a contrary intention is not expressed in the instrument, if any, creating the trust, and shall have effect subject to the terms of that instrument and to any provision therein contained." And by sub-section (8), "This section applies to trusts created either before or after the commencement of this Act." By a post-nuptial settlement executed in 1878, leasehold property was vested in two trustees, upon certain trusts, and power was given to the trustees or trustee for the time being, with the consent of the husband and wife during their joint lives, to sell the property. And there was a

declaration that the husband and wife during their joint lives, and the survivor of them during his or her life, "shall have power to appoint new trustees or a new trustee for this settlement." There was no express reference to the power of appointing new trustees conferred by section 27 of Lord Cranworth's Act (23 & 24 Vict. c. 145), which was then in force. In May, 1883, the husband and wife, purporting to exercise the power conferred by section 31 of the Act of 1881, appointed a new trustee in place of one of the original trustees who had then been abroad for more than twelve months. The trustees afterwards entered into a contract for the sale of the property, and the purchaser took the objection that under the circumstances the proper person to exercise the power of appointment conferred by section 31 was the continuing trustee, and not the husband and wife. The purchaser's contention was that the husband and wife were nominated by the settlement as the persons to appoint new trustees only on the occurrence of a vacancy by the happening of one of the events mentioned in Lord Cranworth's Act as causing a vacancy (of which the remaining of a trustee abroad for more than twelve months was not one), and that they were not, therefore, within the meaning of section 31, "persons nominated for this purpose by the instrument creating the trust." NORTH, J., overruled the objection. He thought that the settlement meant that the husband and wife were to have the power of appointing a new trustee whenever a vacancy should occur. No doubt the parties were thinking of the vacancies which would occur under Lord Cranworth's Act, but the words were not confined to these vacancies. The intention was that, whenever there should be a vacancy to be filled up, the husband and wife should have the power of filling it up. By the Act of 1881 Lord Cranworth's Act was repealed, and the intention was to confer the power given by section 31 in lieu of the power conferred by Lord Cranworth's Act. It enacted that certain events should create vacancies, which might be filled up by the "person or persons nominated for this purpose by the instrument creating the trust." His lordship thought that the husband and wife were, in the present case, the persons nominated for the purpose, because they were nominated by the settlement for the purpose of filling up any vacancy that might happen among the trustees.—SOLICITORS, Coode, Kingdon, & Cotton; C. C. Shorto.

WILL—CONSTRUCTION—"SOLE AND UNMARRIED."—In a case of *In re Lesingham's Trusts*, before North, J., on the 6th inst., a question arose as to the proper construction of the words "sole and unmarried" in a will. A testatrix bequeathed a fund to trustees upon trust to pay the income to her husband for his life, and upon his death to divide the fund into four parts, and to retain one of the parts upon trust to invest the same, and to pay the income thereof to L. (a married woman) during her life, for her separate use without power of anticipation, and after her death on trust for the benefit of her children, and in default of children on trust as she should by will appoint, and in default of appointment in trust for her next of kin. And the testatrix directed that the trustee should hold another fourth part of the fund on trust to pay the same to "J. H., spinster, if she be then sole and unmarried, for her own benefit absolutely; but, if she be then married," the testatrix directed her trustees to retain the same upon trust for investment, and to stand possessed of the securities upon such and the like trusts for the benefit of J. H., her children, appointees, and next-of-kin as were thereinbefore expressed of and concerning the fourth part given in trust for L., her children, appointees, and next of kin. The testatrix died in June, 1878; her husband, the tenant for life under her will, died in April, 1883. In April, 1861, J. H. married; in November, 1878, a decree absolute was made for the dissolution of her marriage, and she did not marry again. There were three children of the marriage. The question was whether the divorced wife was absolutely entitled to the fourth part, or whether she had only a life interest with remainder to her children—in other words, whether "then sole and unmarried" was to be construed as meaning "not having a husband at the time of the death of the tenant for life," or as meaning "never having been married." NORTH, J., held that the former was the right construction, and that the fourth part must be paid to the divorced wife. He said that the word "unmarried" was a flexible word, and might have either of the two meanings suggested. It was said that the scheme of the will was that if J. H. married, and had children, her children were to take an interest in the fund. But if she did not marry till after the death of the tenant for life, she would clearly take the fund absolutely. Therefore the will did not contemplate a provision for her children in any event. The words "then sole and unmarried" seemed to indicate a woman who was at that time what was popularly called sole—i.e., who had not then a husband. A widow could not be properly described as "then married." The words all pointed to the conclusion that if, at the time of the death of the tenant for life, J. H. was free from the control of a husband, it was intended that she should be able to dispose of the fund as she pleased. The event which actually occurred was probably never in the contemplation of the testatrix, but the words were sufficient to include it. They meant a woman who had not a husband at the time, whether she had never had one, or whether she had lost her husband by death or by divorce.—SOLICITORS, Warry, Robins, & Burges; Hughes & Beadles.

ADMINISTRATION—WILL ANNEXED—NO APPOINTMENT OF EXECUTOR—PASSING OVER WIDOW—LARGER INTEREST.—In the Probate, Divorce, and Admiralty Division on the 6th inst., an application was made (*In the Goods of Homan*), on behalf of a sister of a testator, for a grant of letters of administration with the will annexed, passing over the testator's widow. The will, which was duly executed and attested, was in the following

words:—"This is to certify that I, Lucius Henry Homan, of 40, St. Andrew's-road, hereby will and bequeath to my sister, Charlotte Eliza Simpson, for her separate use, the sum of £100 sterling, payable on my decease from the Prudential Assurance Company." There was no appointment of executor. It was alleged that the Prudential Assurance Company's policy constituted the whole of the assets of the deceased, with the exception of his wearing apparel, and there were affidavits alleging that the widow had lived in adultery during the testator's lifetime. The counsel for the widow denied the charges, and contended that, in the absence of any appointment of executors, the court would not deprive her of her prior right to administration with the will annexed. HANSEN, P., said that, without going into the allegations against the character of the widow, he should, in the exercise of his discretion, make a grant of administration with the will annexed to the sister of the testator, on the ground of her having a larger interest than the widow. The widow would have her costs out of the estate.—SOLICITORS, Clarkson, Greenwell, & Wyles; Byrne & Lucas.

SOLICITORS' CASES.

QUEEN'S BENCH DIVISIONS.

(Sittings in Banc before POLLOCK, B., and LOPES, J.)

Aug. 6.—*In the Matter of Thomas Cant, a Solicitor.*

Wills, Q.C. (with whom was *Murray*), appeared in this case, in which a rule nisi had been obtained, at the instance of the Incorporated Law Society, calling upon this solicitor to show cause why he should not be ordered to answer the matters of an affidavit, or, in the alternative, to be struck off the rolls. From this affidavit it appeared that the complainant was a labouring man, of the name of West, who, having a claim against one Donaldson, had instructed a firm of solicitors at Lancaster to bring an action for him in the county court at Appleby. They had advised him to put the matter in the hands of Mr. Cant, who practised in that town, and the latter had recovered for West a sum of £6, which had been duly paid on March 20, 1882. This sum, as the learned counsel now stated, had never in fact been paid over to the complainant, and the solicitor in question had appropriated all but £2 of it to his own use.

POLLOCK, B., said the case seemed very much like one of a class that had frequently come before him lately, where a solicitor, finding himself much pressed for money, had used that of his client, intending to replace it when able to do so.

Wills said that that had no doubt been the case with Mr. Cant. The Law Society had not looked upon the case as one of great gravity, and had written to him several letters urging him to hand over the money to his client. The very fact that he had had to admit he had no excuse for not doing so, and had pleaded for time in which to pay over so small a sum as £5, proved that he must have been very hard pressed for money. The Law Society did not desire that Mr. Cant should be punished with any great severity, and wished the case to be dealt with only in such a way as to the court might seem right.

POLLOCK, B., in giving the judgment of the court, said that he was of opinion that Mr. Cant must be suspended from practice for three months.

LOPES, J., concurred in this decision, and an order suspending Mr. Cant (who did not appear either personally or by counsel in the case, but whose affidavit was read to the court by the learned counsel of the Incorporated Law Society) from practising for that period was made.—*Times*.

Aug. 8.—*Tobert v. North Metropolitan Tramways Company and In re W. B. Abbott, a Solicitor.*

R. Vaughan Williams moved, on behalf of the defendants in this case, two days ago, on notice to the plaintiff and the solicitor in question, for a rule nisi, calling upon the latter to show cause why he should not be ordered to repay a sum of about £80 which the defendant company had paid to him in respect of the costs of an action which *Tobert*, as the next friend of his child, had brought against the company. The ground on which the defendants, against whom a verdict had been given, claimed to have these costs repaid and that the *allocatur* might be re-opened, was that though the name of Mr. W. B. Abbott had appeared on the record as that of the solicitor acting for the plaintiff, the action had, in fact, been brought by one *Lewis*, and Mr. Abbott had only lent his name in the case to the latter.

J. J. Sims, who appeared for Mr. Abbott on Monday, had then admitted that in view of the facts in the case, as reported by the master, it appeared to him necessary that Mr. Abbott ought to be present. The learned counsel now said that he had duly given notice to Mr. Abbott that the court desired him to be present to-day, and that he had in answer received a letter saying that Mr. Abbott was too ill to attend. He had no affidavit to this effect, and Mr. Abbott had, indeed, not even sent a medical certificate in support of the excuse he made for his absence.

POLLOCK, B., said that under these circumstances the court would order Mr. Abbott to repay the money he had received from the defendant company for costs.

R. Vaughan Williams said that the defendants had no sort of complaint to make against the plaintiff, and were quite willing to hand over to him, out of the £80 to be repaid by Mr. Abbott, £11 which he had himself paid to Mr. Abbott for costs. The defendants were also quite willing to pay the plaintiff's expenses in connection with the present application.

POLLOCK, B., said that this could be embodied in the order now made by the court, and he thought it undesirable to say anything as to the

conduct of Mr. Abbott, for that would possibly be made the subject of a future application to the court.—*Times*.

(Sittings in Banc before FIELD and WATKIN WILLIAMS, JJ.)

Aug. 8.—*In re E. S. Boyns, a Solicitor.*

In this case a rule nisi had been obtained at the instance of the Incorporated Law Society against the above-named solicitor, calling upon him to show cause why he should not be struck off the rolls. He was recently convicted of having conspired with a money-lender named Taylor to defraud a young woman of a certain sum of money, and they had both been sentenced to be imprisoned for a year.

Johnston Watson appeared to show cause against the rule nisi on behalf of Mr. Boyns; Murray appeared for the Incorporated Law Society.

The Court made the rule nisi to strike the solicitor off the rolls absolute.—*Times*.

Aug. 8.—*In re B. S. Abberley, a Solicitor.*

In this case also a similar rule nisi had been obtained, on the ground that the solicitor had been convicted of stealing certain documents.

Murray, on behalf of the Incorporated Law Society, asked that it might be made absolute, in the absence of anybody appearing to show cause against it.

The Court accordingly ordered the solicitor to be struck off the rolls.—*Times*.

REPORT OF THE COMPTROLLER IN BANKRUPTCY.

The following are extracts from the General Report by the Comptroller in Bankruptcy, for the year ending the 31st of December, 1882:—

The returns for the year 1882 show a continuance of the decrease in number of insolvent estates administered under the Bankruptcy Act, which has appeared in the returns for the two preceding years. During the first ten years of the present Act, the annual number of cases continually increased, rising steadily from 5,002 in the year 1870 to 9,249 in the year 1876, and 9,533 in the year 1877, then rapidly to 13,113 in the year 1879. It has since decreased almost as rapidly to 9,041 in the year 1882.

Different industries being affected at different periods, these aggregate figures give only a partial idea of the extent of the increase or decrease in certain districts. They show that, generally, the number of cases in the year 1882 was 4,072 fewer than in the year 1879, and 208 fewer than in the year 1876, but the whole of the former large decrease may be found in about two-thirds of England and Wales (by population)—namely, in the districts lying north and west of an almost straight line from Poole Harbour to the middle of the Wash, while the general decrease of 208 since 1876, represents a decrease of 947 in those Northern and Western districts, with an increase of 739 in the South-Eastern districts.

While, therefore, the number of bankruptcies, which has never been subject to very marked fluctuations, decreased 14 per cent., there were 34 per cent. fewer liquidations by arrangement, and 30 per cent. fewer compositions, the total decrease being also about 30 per cent.

Nothing is known of the results obtained in liquidations by arrangement, which compose, as above shown, more than half the estates administered under the provisions of the Bankruptcy Act. The returns of compositions give the amount of liabilities and of the compositions which the debtor has offered, and has prevailed on his creditors or their proxies to accept; and to the year 1880 nearly every report called attention to the rapid annual increase in the number and proportion of the worst compositions offered and accepted. A table in the report for that year showed that the annual number of bankruptcies and of compositions at the better rates—namely, above 7s. 6d. in the pound—had fluctuated more or less in accordance with the state of trade, so far as indicated by the values of exports and imports, while the number of the worst compositions—namely, those not exceeding 1s. in the pound—had increased continually and very rapidly from the commencement of the Act to the year 1879, except in the year 1877, when their increase was temporarily checked by a decision of the London Bankruptcy Court preventing the registration of trifling compositions without security, probability of payment, or any apparent benefit to the creditors. The fluctuations in number of the better compositions were less evident from a general tendency to decrease, or, in other words, they were fluctuations on a descending line, the proportion of these better compositions to the whole number of insolvent estates having continually decreased, whatever the state of trade. With improving trade, their number fell from 565, or 11 per cent. of the total number of insolventcies in the year 1870, to about 400, or 5 per cent.; increasing in the year 1879 to 513, but not quite 4 per cent. of the increased number of insolventcies, and falling again to 273, or 3 per cent. of the total number of insolventcies in the year 1882, the smallest number and proportion of better compositions since the commencement of the Act.

While a general increase of insolvency produces a very small increase of these better compositions, a general decrease produces a very large decrease in their numbers. The opposite rule obtains with the worst classes of composition, which, having a general tendency to increase, have increased very rapidly with general increase of insolvency, decreasing comparatively slowly with general decrease.

Thus, in the year 1879, with 14 per cent. more insolventcies than in the year 1875, there were only 3½ per cent. more compositions of the better class, and 38 per cent. more compositions not exceeding 1s. in the pound; and with 45 per cent. more insolventcies than in the year 1882, there were 89 per cent. more compositions of the better classes, and 34 more of the worst. So, comparing the year 1878 with the year 1882, there were in the former year 28 per cent. more insolventcies, 82 per cent. more compositions of the better classes, and actually fewer of the worst class than in the year 1882. The actual increase of these worst compositions occurred in the London Bankruptcy District, where the fluctuations of insolvency have not always occurred in the same years as elsewhere; the results from the rest of England and Wales show the point more clearly and correctly, thus:—

	1878.	1882.
TOTAL Insolventcies...	9,906, or 37 per cent. more than 1882	7,243
Compositions,—		
Exceeding 7s. 6d. in the £ ...	430, or 101 per cent. more than 1882	214
From 5s. to 7s. 6d. " ...	393, or 51 " " " "	290
From 2s. 6d. to 5s. " ...	946, or 35 " " " "	697
From 1s. to 2s. 6d. " ...	908, or 20 " " " "	775
Not exceeding 1s. " ...	601, or 8 " " " "	557
TOTAL Compositions ...	3,273, or 32 per cent. more than 1882	2,473

It may be said in favour of these very small compositions that creditors would naturally prefer even one penny in the pound to nothing, which would be the probable result from liquidating very small estates, but the returns do not support this view by any apparent superiority of the liquidations by arrangement in the districts which, as a general rule, have shown a very marked preference for compositions, and especially for compositions of the worst class; the preference is usually accompanied by a high rate of insolvency, traceable in most cases to the excessive number of compositions at the lowest rates; for example, the smaller in population of two small districts had, in thirteen years, seven fewer bankruptcies and liquidations by arrangement, but 178 more compositions, or 171 more insolventcies, of which 102 were compositions averaging a few pence in the pound, and the remainder at the next lowest rates, while the average estimated assets of its liquidations by arrangement represented just half as large dividends as those of the district in which very small compositions were practically almost unknown.

It is needless to observe that the average proportion of insolventcies to population must vary in different districts according to the proportion of the classes more or less likely to become insolvent; for example, relatively to population the London district has had, since the commencement of the present Act, about 25 per cent. more insolventcies than the average of the rest of England and Wales; Bristol had rather more than Birmingham, the mean of the two being about 60 per cent. greater than London, and twice as great as Liverpool, whose proportion may be considered as about the average of the county court districts generally. Assuming that these different proportions of insolvency may be reasonably accounted for by local circumstances, that the insolventcies in some districts would be of generally smaller class in point of liabilities and assets than in other districts; and that districts where there have been a large number of non-trader insolvents, as London and others, would probably show a larger proportion of compositions at almost nominal rates than commercial districts; assuming everything that is at all suggested by the returns, it is still difficult to account satisfactorily for the extraordinary difference in rates of composition paid in different districts by debtors of the same trades or callings, and of the same (chiefly small) class in amount of liabilities, not in particular years only, but on the average of the whole thirteen years since the commencement of the Act; the most apparent solution of the difficulty being, that the creditors of some districts are more generous, or perhaps even more careless in giving their proxies to persons who may apply for them.

OBITUARY.

MR. THOMAS HENRY JAMES.

Mr. Thomas Henry James, barrister, died at his residence, Oakville, Birkenhead, on the 8th inst. Mr. James was the son of the Rev. Thomas James, and was born in 1838. He was formerly scholar of Exeter College, Oxford, where he graduated third class in *Literæ Humaniores*, and he was called to the bar at Lincoln's-inn in Trinity Term, 1862. He was a member of the Northern Circuit, and a few years ago he settled locally at Liverpool, and he had a considerable practice at the Liverpool Sessions, and in the Court of Passage, and the county courts. Mr. James had been for nearly ten years a revising barrister.

MR. ELIJAH CROSIER BAILEY.

Mr. Elijah Crosier Bailey, solicitor (the head of the firm of Bailey, Cross, & Barnard), of Norwich, died suddenly on the 7th inst. Mr. Bailey was born in 1817. He was admitted a solicitor in 1840, and he had for many years carried on an extensive practice at Norwich. He was associated in partnership with Mr. John Cross and Mr. George William Gird-

ing Barnard. Mr. Bailey was elected clerk of the peace for the city of Norwich in 1868, and he held that office till his death. He was for many years clerk to the Norwich Board of Guardians. He was successively secretary and honorary director of the Norfolk Agricultural Society. He was a director of the Norwich Union Fire Insurance Company and of the Norwich Waterworks Company. On the 7th inst. he was attending a meeting of the board of the former company, and he had just signed several documents, when he suddenly expired. The death was caused by heart disease. Mr. Bailey leaves a widow and three sons.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.—ORDER OF COURT.

Friday, the 10th day of August, 1883.

Whereas by the order dated the 21st day of June, 1883, making provision for the hearing and determining during the absence on circuit of the Honourable Sir John Pearson, one of the justices of the High Court of Justice, the causes and matters then pending before the said judge, it was ordered that all such causes and matters should be for all purposes transferred until further order to the Honourable Sir Ford North, one of the justices of the High Court. And whereas it has been represented to me that as the circuit has now terminated it is expedient that the re-transfer hereinafter directed should be made. I, the Right Hon. Roundell Earl of Selborne, Lord High Chancellor of Great Britain, do therefore order that the causes and matters by the said order dated the 21st of June, 1883, transferred from the said Mr. Justice Pearson to the said Mr. Justice North be re-transferred from the said Mr. Justice North to the said Mr. Justice Pearson, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SELBORNE, C.

THE PROBATE AND DIVORCE REGISTRIES.

The registrars of the probate and divorce registries of her Majesty's High Court of Justice will not tax any bill of costs or proceed upon any petition for alimony after Wednesday, August 8, until Friday, November 2, except under special circumstances, to be stated in a written application addressed to them. On Wednesday, August 15, and on every succeeding Wednesday until October 31 inclusive, one of the registrars will sit at the principal probate registry, Somerset House, to hear summonses, at 11.30. On Wednesdays, August 15 and 29, the 12th and 26th of September, and the 10th and 24th of October, one of the registrars will sit at the principal probate registry, Somerset House, to hear motions, at 12.30. All papers for motions are to be left with the clerk of the papers or the chief clerk of the divorce registry before two o'clock on the preceding Saturday. On and after the 10th of August, and until the 24th of October inclusive, the offices of the probate and divorce registries of the High Court of Justice will be open to the public on Saturdays at ten o'clock, and closed at two o'clock, and on every other day of the week the offices will be opened at eleven and closed at three o'clock. The department for literary inquiry will be entirely closed until the 15th of September next. The registrars have fixed Friday in each week during the Vacation for the payment of money out of court.

LEGAL APPOINTMENTS.

Mr. WILLIAM MEIGH GOODMAN, barrister, has been appointed Attorney-General of the Colony of British Honduras. Mr. Goodman was called to the bar at the Middle Temple in Michaelmas Term, 1870, and he has practised on the South-Eastern Circuit and at the Surrey Sessions.

Mr. WILLIAM RICHARD SCUDAMORE, solicitor, of 12, Dartmouth-street, Westminster, and of Battersea, has been appointed a Commissioner for taking Affidavits in the Supreme Court of the Colony of Victoria.

Mr. JAMES WILLIAMS, solicitor, of Worcester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JAMES SAUNDERS, solicitor, of East Dereham and Foulsham, has been elected Clerk to the East Dereham Local Board. Mr. Saunders was admitted a solicitor in 1833.

Mr. WILLIAM MUSTARD, solicitor, of 7, Furnival's-inn, and of Manning-tree, Mistley, and Thorpe, has been appointed Clerk to the Magistrates for the Tending Hundred Division of the County of Essex, on the resignation of his father, Mr. David Mustard. Mr. Mustard was admitted a solicitor in 1870.

Mr. THOMAS HERBERT MADDY has been appointed a Revising Barrister. Mr. Maddy was called to the bar at the Inner Temple in Hilary Term, 1867. He practises on the Oxford Circuit, and at the Herefordshire and Monmouthshire Sessions.

Mr. JOHN HENRY BERE, solicitor, of Milverton and Minehead, has been appointed Clerk to the County Magistrates for the Dulverton Division of Somersetshire, in succession to the late Mr. Samuel Hayman Warren, of

Dulverton. Mr. Bere is the son of Mr. Richard Bere, solicitor. He was admitted in 1881.

Mr. HADEN CORSER, barrister, has been appointed Chairman of the Conciliation and Arbitration Board for the South Staffordshire and East Worcestershire Coal Trade. Mr. Corser was called to the bar at the Middle Temple in Trinity Term, 1870. He is a member of the Oxford Circuit, practising locally at Wolverhampton.

DISSOLUTIONS OF PARTNERSHIPS.

HENRY FREDERIC VALENTINE FALKNER and WILLIAM HADDEN OWEN (Falkner & Owen), solicitors, Louth and Alford. June 18.

RICHARD PLEWS, ALEXANDER LODWICK IRVINE, and OLIVER THOMAS HODGES (Plews, Irvine, & Hodges), solicitors, 79, Mark-lane. Aug. 10. [Gazette, August 14.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

Aug. 9.—*Bills Read a Second Time.*

Public Health Act, 1875 (Support of Sewers) Amendment; Patents for Inventions; Statute Law Revision.

Bills in Committee.

PRIVATE BILLS.—Electric Lighting Provisional Orders (Nos. 2, 3, 4, 9, 10, and 11).

Trial of Lunatics; Statute Law Revision and Civil Procedure.

Bills Read a Third Time.

PRIVATE BILL.—Eastern and Midlands Railway. Summary Jurisdiction (Repeal, &c.); Statute Law Revision; Railway Passenger Duty, &c.

Aug. 10.—*Bills Read a Second Time.*

Friendly, &c., Societies (Nominations); Expiring Laws Continuance.

Bills in Committee.

Parochial Charities (London); Patents for Inventions; Statute Law Revision; Agricultural Holdings (England) (passed through Committee).

Bills Read a Third Time.

PRIVATE BILL.—South Hayling Bridge.

Aug. 13.—*Bills Read a Third Time.*

Trial of Lunatics; Statute Law Revision and Civil Procedure.

Aug. 14.—*Bills in Committee.*

Friendly, &c., Societies (Nomination); Diseases Prevention (Metropolis).

Bills Read a Third Time.

PRIVATE BILLS.—Midland and Central Wales Junction Railway; Peckham and East Dulwich Tramways (Extensions); Oxford, Aylesbury, and Metropolitan Junction Railway; Metropolitan District Railway; Portsmouth Corporation; Metropolitan Outer Circle Railway. Parochial Charities (London).

HOUSE OF COMMONS.

Aug. 9.—*Bill Read a Second Time.*

Expiring Laws Continuance.

Aug. 10.—*Bill in Committee.*

Isle of Wight Highways.

Aug. 11.—*Bill Recommitted.*

Bankruptcy.

Aug. 13.—*Bills in Committee.*

National Debt; Expiring Laws Continuance.

LEGAL NEWS.

Arrangements have been made for the establishment of a telegraph office in the Royal Courts of Justice. A small apartment, leading out of the room (No. 604) appropriated to the use of solicitors near the entrance to the Central Hall, will be fitted up for the purpose, and the arrangements will be completed by the time the courts re-open in November. The question of organizing a lost property office will remain in abeyance for the present.

In the House of Commons, on the 11th inst., Mr. Morgan Lloyd asked the Attorney-General on what day he proposed to take the Criminal Appeal Bill, and if there was any truth in the report that it was proposed to abandon the latter part of the Bill dealing with non-capital cases. The Attorney-General said he must answer the latter question in the negative. He could not mention the day on which the Bill would be taken, but it would be taken at the earliest opportunity. The Bill would be restored to its original condition as introduced into the House.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DUPLEX ELECTRIC LIGHT, POWER, AND STORAGE COMPANY, LIMITED.—Bacon, V.C. has fixed Aug 12, at 11, at his chambers, for the appointment of an official liquidator

ICE FACTORY CONSTRUCTION COMPANY, LIMITED.—By an order made by Chitty, J., dated July 7, it was ordered that the company be wound up. Caister and Shearman, New Inn, Strand, solicitors for the petitioners. Tuesday, Aug 21, at 12, at Vice-Chancellor Bacon's chambers, in the Royal Courts of Justice, is fixed for the appointment of an official liquidator

PHOTOGRAPHIC ARTISTS CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED.—Chitty, J., has, by an order dated June 28, appointed Frederick Whinney, Old Jewry, to be official liquidator. Creditors are required, on or before Sept 28, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Oct 29, at 11, is appointed for hearing and adjudicating upon the debts and claims

REALM FIRE INSURANCE COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Aug 4, appointed Joseph Andrews, Ironmonger lane, to be official liquidator of the above-named company

SEAGRESS PIER COMPANY, LIMITED.—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to Roderick Mackay, Lothbury, the official liquidator of the said company. Thursday, Nov 1, at 12, is appointed for hearing and adjudicating upon the debts and claims

UNIVERSAL FIRE INSURANCE COMPANY, LIMITED.—Kay, J., has, by an order dated July 19, appointed Edgar James Hill, Finsbury circus, to be official liquidator of the above-named company

WATCOMBE TERRA COTTA CLAY COMPANY, LIMITED.—Petition for winding up, presented Aug 7, directed to be heard before Bacon, V.C., on Nov. 3. Clarke and Co, Lincoln's inn fields, solicitors for the petitioners

[Gazette, Aug. 10.]

DEMAS DDU SLATE QUARRIES COMPANY, LIMITED.—Chitty, J., has, by an order dated April 17, appointed George Frederick Ward, Chester, to be official liquidator

GENERAL HORTICULTURAL COMPANY (JOHN WILLS), LIMITED.—Chitty, J., has fixed Wednesday, Aug 22, at 12.30, at the chambers of Bacon, V.C., Royal Courts of Justice, for the appointment of an official liquidator

HADLEY, SONS, & COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Aug 4, it was ordered that the company be wound up. Goldring and Mitchell, Southampton st, Bloomsbury, agents for Clark, Willenhall

HANLEY AND BUCKNALL COAL COMPANY, LIMITED.—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to William Milne, Marsden st, Manchester, the official liquidator. Tuesday, Sept 25, at 11, is appointed for hearing and adjudicating upon the debts and claims

HENRY CHALK WEBB AND COMPANY, LIMITED.—North, J., has, by an order dated Aug 4, appointed William Lott Grimwade, Queen Victoria st, to be official liquidator. Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, Oct 30, at 12, is appointed for hearing and adjudicating upon the debts and claims

HOWARDSON PATENT FURNACE COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Aug 4, it was ordered that the company be wound up. Harris, Bishopsgate churchyard, solicitor for the petitioners

MINAS CENTRAL RAILWAY OF BRAZIL, LIMITED.—Petition for winding up, presented Aug 4, directed to be heard before Kay, J., on Aug 22. Terrell, Walbrook, solicitor for the petitioner

NORTH LONDON FREEHOLD LAND AND HOUSE COMPANY, LIMITED.—Bacon, V.C., has fixed Aug 22, at 12, at his chambers, at the Royal Courts of Justice, as the time and place for the appointment of an official liquidator

REALM FIRE INSURANCE COMPANY, LIMITED.—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to Joseph Andrews, Ironmonger lane. Monday, Oct 29, at 12, is appointed for hearing and adjudicating upon the debts and claims

ROCK PORTLAND CEMENT COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Aug 8, it was ordered that the voluntary winding up of the company be continued. Jackson and Evans, Gracechurch st, solicitors for the petitioners

WESTERN PROVINCIAL LAND COMPANY, LIMITED.—By an order made by North, J., dated Aug 3, it was ordered that the company be wound up. Torr and Co, Bedford row, agents for Osborne and Co, Bristol, solicitors for the petitioners

[Gazette, Aug. 14.]

FRIENDLY SOCIETIES DISSOLVED.

COURT APPLE TREE, No. 90, ANCIENT ORDER OF FORESTERS' FRIENDLY SOCIETY, Stag and Pheasant Inn, West Town, Dewsbury. Aug 7

LABOURERS BENEVOLENT, ACCIDENT, AND BURIAL SOCIETY, Manchester Unity Inn, Well st, Coventry. Aug 7

MARKET DRAYTON OLD MIDSUMMER UNION FRIENDLY SOCIETY, King's Arms, Market Drayton, Salop. Aug 7

UNITED BENEVOLENT SOCIETY, Padstow, Cornwall. Aug 7

[Gazette, Aug. 10.]

MUTUAL PROVIDENT BENEFIT SOCIETY, White Hart Tavern, Myddleton st, Clerkenwell. Aug 8.

[Gazette, Aug. 14.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

CHESTLE, JAMES, jun, Portsmouth, Hants. Oct 1. Beach v Chestle, Chitty, J. Addison, Portsmouth

DUNNING, SIMON, Parliament st, Westminster, Solicitor. Sept 24. Hatherly v Dunning, North, J. Shorbridge, Lincoln's inn fields

EVERINGHAM, ALBERT DOWNING, Palace Gardens ter, Kensington, Colonial Broker. Oct 1. Everingham v Everingham, North, J. Belward, Southampton st, Bloomsbury

FERGUSON, DAVID, Hamsell st. Oct 1. Nicholl v Pagan, Chitty, J. Greene, Bedford row

HENLEY, BROWNLOW BARLOW, Holbeach, Lincoln, Grocer. Oct 1. Henley and another v Leader, Kay, J. Wilders, Holbeach

MALABURY, GEORGE, Sulgrave, Northampton, Farmer. Sept 15. Bucks and Oxon Union Bank (Limited) v Malabury, Pearson, J. Stockton, Banbury

MATTHEWS, MARGARET, Woodford, Essex. Sept 15. Hider v Powell, Pearson, J. Taylor, Gt James st, Bedford row

FEVERELLE, LEWIS, Birmingham, Merchant. Oct 1. Feverelle v Fenn and Powell, Bacon, V.C. Haigh, Birmingham

[Gazette, Aug. 7.]

ANDERSON, WILLIAM, Bent House, Durham, Esq. Sept 3. Broughton v Anderson, North, J. Moore, South Shields

ATKINSON, THOMAS, Guiseley, York, Farmer. Sept 29. Long v Atkinson, Chitty, J. Newcastle, Old

BENFARDESON, REV ARTHUR, Metheringham, Lincoln. Oct 1. Almack v Mirams, Chitty, J. Mirams, New Inn, Strand

BLACKWELL, JAMES WILLIAM, Dunstable, Bedford, Gent. Oct 1. Cutler v Sanders and Cutler v Chambers, Chitty, J. Benning, Dunstable

BLACKWELL, RICHARD, Dunstable, Bedford, Gent. Oct 1. Cutler v Sanders and Cutler v Chambers, Chitty, J. Benning, Dunstable

HOEY, HENRY BARON, Sunninghill, Berks, Esq. Oct 1. Hoey v Stancomb, Chitty, J. Senior, New Inn, Strand

HOWARD, ROBERT, jun, Bristol, Wine Merchant. Oct 24. Lloyd v Howse, Chitty, J. Greening, Fenchurch st

HULKES, ANNE MARIA, Upper Norwood, Surrey. Sept 21. Powell v Hulkas, Chitty, J. Powell, Harrogate

REVILL, MATTHEW, Angel rd, Edmonton, Gent. Sept 29. Leigh v Ramney, Chitty, J. Rumney, Walbrook

REHARDS, LOTUISA, King's Norton, Worcester. Sept 29. Shenstone v Brock, Pearson, J. Cottrell, Birmingham

SYKES, FRANK, Gomersal, York, Worsted Spinner. Sept 29. Sykes v Sykes, Chitty, J. Cadman, Cleckheaton

[Gazette, Aug. 10.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BARBER, STEPHEN NICHOLSON, Denmark hill, Camberwell, Esq. Sept 19. Wansey and Bowen, Moorgate st

BISHOP, EDWARD, Dudley, Worcester, Maltster. Sept 5. Hall, Dudley

BRACEY, JOHN TAYLOR, Great Yarmouth, Ropemaker. Sept 15. Wiltshire, Great Yarmouth

BROWN, SARAH, Upper Berkeley st, Portman sq. Oct 7. Strong, Union ct, Old Broad st

CORHAM, JOHN, Wolverhampton, Grocer. Sept 11. Stirik and Brewer, Wolverhampton

CORLETT, HENRY LEE, Cornwall rd, Westbourne pk, Gent. Sept 19. Wansey and Bowen, Moorgate st

CRESSWELL, HENRY STUBBS, Mincing lane, Tea Broker. Sept 30. Flux and Leadbitter, Leadenhall st

DAVID, FRANCIS, Cardiff, Glamorgan, Grocer. Sept 15. Rees, Cardiff

DEAN, JOEL, Bebington, Chester, Warehouse-keeper. Sept 1. Francis, Birkenhead

DEYHAM, ARTHUR, Prahran, Victoria, Merchant. Sept 12. Hubbard and Co, Bucklebury

DRAKE, WILLIAM, New Rutland st, Commercial rd East, Gent. Sept 10. Turner, Leadenhall st

EVANS, THOMAS, Bristol, Undertaker. Sept 11. Fussell and Co, Bristol

HAINSWORTH, WILLIAM, Rothwell, York, Gent. Oct 1. Tennant and Barret, Leeds

JACOBS, HOR, SIMEON, C.M.G., Holland Park gardens, Oct 1. Paines and Co, Gresham House

LANKESTER, FRANCIS, Southampton, Gent. Aug 31. Swayne, Southampton

MALAHIDE, JAMES, Baron TALBOT DE, Malahide Castle, Dublin. Oct 1. Johnsons and Co, Austin friars

MANNING, FRANCES AUGUSTA, Gloucester terr, Regent's park. Aug 31. Dramson and Parton, Rood lane

MEW, HENRY, Rochford, Essex, Esq. Sept 20. Wordsworth and Co, South Sea House, Throgmole st

MORTON, JAMES, Upper Norwood, Surrey, Esq. Sept 7. Kearsey and Co, Old Jewry

NORTHERO, JOSEPH, Calverley, York, Innkeeper. Sept 30. Tunncliffe, Bradford

PACHAM, ARTHUR, Gillingham, Kent, Dairyman. Sept 8. Wood and McLellan, Chatham

PEYTON, CAROLINE, Weston super Mare. Sept 1. Sweet and Burroughs, Bridge st, Bristol

REYES, THOMAS, Birkenhead, Chester, Greengrocer. Sept 1. Francis, Birkenhead

RILEY, WALTER WILLIAM, Bark place, Bayswater. Sept 1. Dimond, Wimpole st

ROIT, PETER, Clement's House, Clement's lane, Lombard st, Merchant. Oct 2. Harrison, Bedford row

ROPER, JAMES, Oxtou, Chester, Esq. Oct 1. Whitley and Co, Liverpool

RUSSELL, JOHN, Black Torrington, Clerk in Holy Orders. Sept 14. Riccard, Southampton

SCABE, RICHARD, Bromley, Kent. Sept 10. Yarde and Loader, Raymond bldgs, Gray's inn

SHACKELL, REV HENRY WILLIAM, Bournemouth. Sept 19. Wansey and Bowen, Moorgate st

SOUTHAL, HENRY, St Phillip's rd, Dalston, Gent. Sept 22. Patey and Warren, London wall

STONE, MRS MATILDA, Wotton under Edge, Gloucester. Sept 1. Turner and Chabot, Wotton under Edge

SWETTENHAM, ELIZABETH, Stoke upon Trent. Sept 4. Keary and Marshall, Stoke upon Trent

SWETTENHAM, WALTER, Stoke upon Trent, Miller. Sept 4. Keary and Marshall, Stoke upon Trent

SYDDALL, JAMES, Alderley Edge, Chester, Gent. Sept 11. Vaudrey, Manchester

TAL, EDWARD, Huddersfield, Grocer. Sept 3. Learoyd and Co, Huddersfield

THURSCOTT, JAMES, St Columb Major, Cornwall, Watchmaker. Sept 29. Whitford, St Columb

TURPIN, ANN, Skipton, York. Sept 1. Heells and Thompson, Skipton

WANSEY, HENRY, Moorgate st, Solicitor. Sept 19. Wansey and Bowen, Moorgate st

YOUNG, JOHN, York, Cutler. Oct 1. Woods, York

[Gazette, Aug. 7.]

ADAMS, BENJAMIN, West Bromwich, Stafford, Boilermaker. Sept 1. Sheldon, Wednesbury

AMEY, RICHARD, Blandford, Dorset, Coal Merchant. Sept 8. Brennan, Blandford

BEWICK, ISABELLA, Gateshead, Durham. Sept 30. Hodge and Westmacott, Newcastle upon Tyne

BLEACKLEY, GEORGE, Manchester, Beerhouse Keeper. Sept 20. Fox, Manchester

CRIDGEO, BRIDGET MARGARET, Bath. Sept 21. Gibbs, Bath

DAVEY, EDWARD, Lambeth Distillery, Lambeth, Distiller. Sept 8. Wright and Co, Adelaide bldgs, London

DUTTON, THOMAS, Broughton Park, nr Manchester, Merchant. Sept 11. Cooper and Sons, Manchester

FOSTER, ALFRED WILLIAM, Maddox st. Sept 22. Merriman and Co, Austinfriars

GOLDWYER, HANNAH MARIA, Bristol. Sept 15. Hippisley, Bristol

HOLFORD, JAMES, Aston cum Aughton, York, Colliery owner. Oct 1. Burdickin and Co, Sheffield

HOWLAND, MARY, Dover, Private Hotel Keeper. Sept 20. Fielding, Dover

JAY, ROY WILLIAM, Bromley, Kent, Clerk. Sept 29. Coakes and Co, Norwich

MARSDEN, REV BENJAMIN, Torquay, Devon, Clerk. Sept 10. Tidd-Pratt and Davies, Kingston

MATTHEWS, JOHN GURNEY, East Ham, Essex, Gent. Sept 17. Baddeley, Leman st

MOXON, JAMES HENRY HARMAR, Cambridge, Barrister-at-Law. Sept 30. Eaden and Knowles, Cambridge
SANDERS, CHARLES OAKLEY, Bath, Esq. Oct 6. Grane, Bedford row
SHAW, CHARLES, Nottingham, Earthenware Dealer. Sept 29. Thorpe and Thorpe, Nottingham
SHAW, ROBERT, Thurlow rd, Hampstead, Major. Sept 8. Harries and Co, Colindale st
SILCOCK, HENRY, Sawbridgeworth, Herts, Harness Maker. Sept 4. Aucklands and Nockolds, Bishop's Stortford
SNOWBALL, WILLIAM, Sunderland, Durham, Solicitor. Nov 10. Alcock, Sunderland
SPOONER, HENRY, Nottingham, Builder. Sept 1. Dowson and Wright, Nottingham
STANSFIELD, BETTY, Ashton-under-Lyne. Sept 7. Shaw, Stanley Mount, Taunton rd, Ashton-under-Lyne
SWINDLELLS, ISRAEL, Lea, nr Ross, Hereford, Gent. Oct 1. Davies and Co, Warrington
TAYLOR, MARY, Newmarket. Sept 1. Fenn and Co, Newmarket
TROTTER, Hon CHARLOTTE AMELIA, Gt Cumberland pl. Aug 31. Williams and Co, Lincoln's inn fields
TURNER, JOHN, Avenue rd, Mill Hill park, Gent. Oct 15. Crosse and Co, Lancaster pl, Strand
WALTER, CAROLINE, or CATHERINE, Gt Coggeshall, Essex. Oct 10. Beaumont, Coggeshall
WALTER, JOHN, Gt Coggeshall, Essex, Tambour Worker. Oct 10. Beaumont, Coggeshall
WHITEMAN, FRANCIS, Holme, Hunts, Builder. Sept 11. Hunnybun, Huntingdon
WILLIAMS, JOHN, Birkenhead, Chester, Coal Dealer. Sept 6. Knowles, Liverpool

[Gazette, Aug. 10.]

BENNETT, CROFT CHARLES WESTWORTH, Cadbury House, Somerset, Esq. Sept 10. Fooks, Sherborne
BENNETT, FREDERICK WESTWORTH, Cadbury House, Somerset, Esq. Sept 10. Fooks, Sherborne
BIRD, MARTHA, Stepney green, Mile End. Sept 12. Scott, Coleman st
BLACKBURN, JAMES, Salford, Lancaster, Licensed Victualler. Oct 1. Chew and Sons, Manchester
BONE, FREDERICK GEORGE, Plymouth, Devon, Purser in Indian Navy. Oct 11. Sole and Gill, Devonport
BURBOUGHES, Rev THOMAS, Gazeley, Suffolk, Clerk in Holy Orders. Oct 1. Margetta, Huntingdon
BURTON, THOMAS, Turnham Hall, near Selby, Esq. Sept 8. Weddall and Co, Selby
BURTT, CHARLES MILLER, Upper Holloway, Islington, Builder. Sept 29. Boulton and Co, Northampton sq
CLARK, EDWARD, Leatherhead, Surrey, Gent. Sept 29. Lindsay and Co, Basinghall st
ELLIS, THOMAS, King's Norton, Worcester, Gent. Sept 8. Wright and Marshall, Birmingham
FOREST, GEORGE, Lytton, Chester, Corn Miller. Oct 10. Ridgway and Worsley, Warrington
FRANK, SARAH, Kingston upon Hull. Oct 1. Eldridge, Hull
GODFREY, ADOLPHUS FREDERICK, Bridge avenue, Hammersmith, Musician. Sept 4. Draper, Vincent sq, Westminster
HORNE, HENRY JAMES DAVISON, Hatfield, Herts, Esq. Oct 9. Loughborough and Co, Austin Friars
JONES, HOWELL, Llanfachreth, Merioneth, Farmer. Aug 31. Williams and Millard, Dolgelly
LAWWILL, FANNY ROSINA, Lee, Kent. Sept 29. Bristow, John st, Adelphi
LUGG, JOHN, Portland rd, South Norwood, Builder. Sept 29. Saffery and Huntley, Tooley st
MALAHIDE, JAMES, Baron TALBOT DE, Malahide Castle, Dublin. Oct 1. Johnsons and Co, Austin Friars
MANT, ELLEN, Bath. Sept 25. Robertson and Co, Bath
NORRIS, JOHN CANDY, Aldershot, Southampton, Accountant. Sept 10. Eve, Aldershot
NORRIS, MARTHA CAROLINE, Ramsgate. Sept 22. Snowden and Wotton, Ramsgate
PEARSON, THOMAS JOHN, Bishopsgate st, Stationer. Sept 19. Schultz, Union ct, Old Broad st
POWELL, JAMES, Sheffield, Builder. Sept 26. Smith and Co, Sheffield
ROSE, Sir PHILIP, Cromwell rd, South Kensington, Bart. Sept 29. Norton and Co, Victoria st, Westminster
ROSEWALL, MARY, Penzance. Sept 1. Borlase and Co, Penzance
RUSSELL, ANDREW, jun, Tue Brook, nr Liverpool. Sept 14. Hill and Co, Liverpool
TRADDALE, ANN, Wokingham, Berks. Sept 1. Pritchard and Sons, Gracechurch st
WALKER, WILLIAM HENRY, Southport, Chemist. Sept 6. Wood and Co, Manchester
WHALEY, GEORGE, Hornsey Gate, nr Carlisle, Cattle Dealer. Sept 30. Wright, Skipton
WINCHESTER, CHARLES ALEXANDER, Oxford gdn, Notting hill, Gent. Sept 28. McMullin, Bloomsbury sq
WISNEY, HARRIETT, Hastings. Sept 24. Meadows and Elliott, Hastings

[Gazette, Aug. 14.]

SALES OF THE ENSUING WEEK.

Aug. 21.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m. Freehold and Leasehold Properties (see advertisement, Aug. 4, p. 4, and this week, p. 4).
 Aug. 21.—Messrs. FULLER & FULLER, at the Royal Crown Hotel, Sevenoaks, at 3 p.m. Building Land and Freehold Ground Rents (see advertisement, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GROVER.—Aug. 6, at Pontypidd, Glamorgan, the wife of Henry Llewellyn Grover, of Cardiff and Pontypidd, solicitor, of a son.
 INCE.—Aug. 11, at 106, Marina, St. Leonard's-on-Sea, the wife of Henry Bret Ince, Q.C., M.P., of a daughter.
 OLIVER.—Aug. 4, at Borthaugh, Roxburghshire, the wife of John Oliver, solicitor, of a son.
 RAMPSON.—Aug. 11, at 18, Norfolk-square, Hyde-park, W., the wife of Samuel Arthur Rampson, of Lincoln's-inn, barrister-at-law, of a son.

MARRIAGE.

LONGSTAFFE—LEWIS.—Aug. 9, at Bradford, Amyas Philip Longstaffe, of the Inner Temple, barrister-at-law, to Alice Rose, daughter of Leopold Lewis, of Clarendon, Bradford.

DEATH.

JAMES.—Aug. 8, at Oakville, Birkenhead-park, Birkenhead, Thomas Henry James, of Lincoln's-inn, barrister-at-law, aged 45 years.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Aug. 10, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Edgcombe, John Treeve, Dr. Johnson's bldgs, Temple, Barrister-at-Law. Pet June 29. Brougham. Aug 23 at 12
 Hebb, W. H., Bishopsgate st Without, trading as Metropolitan Machinist Company. Pet Aug 4. Pepps. Aug 21 at 1
 Hornsey, Mark, Devonshire rd, Holloway, Licensed Victualler. Pet Aug 7. Hazlitt. Aug 21 at 11
 Howard, John Thomas, North st, King's Cross, Muffin and Crumpet Baker. Mot Aug 4. Hazlitt. Aug 21 at 11
 Lindsay, James, Oxford st, Commercial Traveller. Pet Aug 7. Hazlitt. Aug 21 at 12
 Smith, William Jalland, Bishopsgate st Within. Pet Aug 3. Pepps. Aug 21 at 12.30

To Surrender in the Country.

Coltman, Ebenezer, Kettering, Northampton, Baker. Pet Aug 7. Faulkner. Northampton, Aug 23 at 11
 Culliford, James Henry, Bristol, Lodging-house Keeper. Pet Aug 8. Harley. Bristol, Aug 22 at 2
 Evans, Thomas, Bontgoch Llanon, Cardigan, Farmer. Pet Aug 8. Davies. Aberystwith, Aug 23 at 12
 Kent, William, Debenham, Suffolk, Carrier. Pet Aug 8. Grimsey. Ipswich, Aug 23 at 12
 Major, Thomas Johnson, Bridlington, York, Innkeeper. Pet Aug 8. Woodall. Scarborough, Aug 27 at 10.30
 Roberts, John William, Gerlan, Bethesda, Carnarvon, Builder. Pet Aug 7. Jones. Bangor, Aug 22 at 2

TUESDAY, Aug. 14, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Kirby, John Richard Parkinson, Gt Russell st, Tailor. Pet Aug 11. Pepps. Aug 23 at 12

To Surrender in the Country.

Beetham, Edwin William, Leyburn, York, Bank Manager. Pet Aug 10. Perkins. York, Aug 27 at 12
 Freshfield, George Deane, Newport, Monmouth, Surgeon's Assistant. Pet Aug 11. Davis. Newport, Aug 25 at 11.30
 Kirk, Thomas, Bensham, Gateshead, Durham, Engineer's Clerk. Pet Aug 9. Daggott. Newcastle, Aug 27 at 11
 Prime, Edward, Miller Prime, and Albert Prime, Barrington, Cambridge, Brick and Pipe Manufacturers. Pet Aug 10. Eaden. Cambridge, Aug 29 at 2
 Smith, William Severn, Hythe, Kent, Solicitor. Pet Aug 10. Furley. Canterbury, Sept 7 at 11
 Wellings, Henry, Epsom, Surrey, Gent. Pet Aug 10. Rowland. Croydon, Sept 14 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 10, 1883.

Anstruther, John Newdigate, Maidenhead, Berkshire. Aug 8
 Watson, S., Finsbury circus, Auctioneer. Aug 4

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 10, 1883.

Aspinall, Hannah, Little Lever, nr Bolton, Grocer. Aug 31 at 11 at office of Whitte, King st, Manchester. Smith and Sykes, Manchester
 Booth, Henry, Gloucester, out of business. Aug 23 at 11 at office of Haines and Green, Westgate chbrs, Gloucester
 Bowman, Robert, Bishop Auckland, Tea Dealer. Aug 24 at 11 at office of Proud, Market pl, Bishop Auckland
 Brettell, Charles, Oldswinford, Worcester, Licensed Victualler. Aug 20 at 3.30 at office of Homfray and Holberton, High st, Brierley Hill
 Briggs, John Shorrocks, Over Darwen, Lancaster, Plumber. Aug 30 at 11 at office of Broadbent, Bank chbrs, Over Darwen
 Bryan, Thomas, Preston, Brickmaker. Aug 24 at 10 at office of Blackhurst, Fes st, Preston
 Buckley, Robert Whitehead, Grange-over-Sands, Lancaster, out of business. Aug 27 at 3 at office of Lees and Graham, King st, Manchester. Dowling and Urry, Bolton
 Campbell, John, Leek, Staffordshire, Clothier. Aug 23 at 11 at office of Challiner and Co, Derby st, Leek
 Catt, Percy Hyland, Catford, Builder. Aug 27 at 3 at office of Scard, Blackheath rd, Greenwich
 Cattell, William Bawcutt, Birmingham, Warwick, Bookseller. Aug 23 at 12 at Queen's Hotel, Birmingham. Shakespeare, Oldbury
 Collings, William Thomas, and Richard Atkins, Weston st, Bermondsey, Carriers. Aug 20 at 11 at office of Jenkins, Tavistock st, Covent gdn
 Coulson, William, Bread st, Table Linen Manufacturer. Aug 29 at 3 at office of Christmas, Walbrook
 Couper, David, Surbiton, Surrey, Tailor. Sept 6 at 2 at Law Institution, Chancery lane. Howard, Gray's inn sq
 Foll, William Stuart, Amptill, Bedford, Retired Coal Merchant. Aug 30 at 2 at George Hotel, Bedford. Langensury, Amptill
 Foster, William, Birmingham, out of business. Aug 23 at 11 at office of Docker, Imperial chbrs, Colmore row, Birmingham
 Fox, Charles, Sheffield, Beerhouse Keeper. Aug 17 at 3 at office of Unwin, Queen st, Sheffield
 Garner, Charles Hastings, and Sarah Ann Garner, Birmingham, Bootmakers. Aug 24 at 2 at office of Foster, Bennett's hill, Birmingham
 Graham, John George, Gt Ayton, York, Travelling Draper. Aug 24 at 3 at office of Bainbridge and Barnley, Albert rd, Middlesborough
 Green, Fitz Owen, St Stephen's avenue, Shepherd's Bush, Commission Agent. Aug 22 at 2 at office of Ives, Chesapeake
 Herdman, Thomas, Newcastle upon Tyne, Funeral Furnisher. Aug 22 at 11 at office of Hodge and Westmacott, Union chbrs, Granger st West, Newcastle upon Tyne
 Higgs, Frederick, Maidenhead, Toy Warehouseman. Sept 6 at 11 at office of Poyser, Gt James st, Bedford row
 Holline, William, and William Bostock, Manchester, Sewing Cotton Manufacturers. Aug 31 at 2 at Grosvenor Hotel, Deansgate, Manchester. Diggle and Ogden, Manchester

Hooper, Constantino Martin, Sutton, out of business. Aug 28 at 12 at office of Wolferstan and Co, Ironmonger lane
 Howorth, James Henry, Birkdale, Lancaster, Builder. Aug 24 at 3 at office of Threlfall, London st, Southport
 Hudson, Thomas, Armley, York, Coal Agent. Aug 22 at 3 at office of Watson, St George st, Leeds
 Hunt, Robert, Gloucester rd, South Kensington, Builder. Aug 29 at 2 at office of Furbur, King's inn sq
 Hurst, Stephen, Duke st, Adelphi, Builder. Aug 27 at 12 at St Michael's Hall, George yd, Lombard st. Comyns, Gresham House, Old Broad st
 Innes, William Henry, Newcastle upon Tyne, Cabinet Maker. Aug 21 at 3 at office of Johnston, Mosley st, Newcastle upon Tyne
 James, Richard, Darlington, Durham, Builder. Aug 30 at 11 at office of Cayhills, Coniscliffe rd, Darlington
 Lee, George, jun., Crook, Durham, Painter. Aug 24 at 11 at office of Maw, jun., Market pl, Bishop Auckland
 Lacey, John, Neath, Glamorgan, Carpenter. Aug 20 at 11 at office of Davies, Alma pl, Leeds
 Little, William Henry, Bolton, Clerk in Holy Orders. Aug 24 at 3 at Public Sale Rooms, Bowker's row, Bolton. French, Bolton
 Lord, George Charles, Stannery st, Kennington Park rd, Baker. Aug 20 at 2 at office of Hilton, Renfrew rd, Lower Kennington lane, Lambeth
 Madely, John, Rotherham, York, Tailor. Aug 23 at 2.30 at office of Rhodes, High st, Rotherham
 Malcolm, George, Huddersfield, York, Draper. Aug 20 at 3 at office of Milnes and Swift, New st, Huddersfield
 McDonnell, Patrick James, Leamington Priory, Warwick, Licensed Victualler. Sept 3 at 3 at office of Sanderson, Church st, Warwick
 Moss, David, New Bethnal Green rd, Picture Frame Maker. Aug 30 at 3 at office of Hilbery, Billiter st
 Mullett, William, Wombourne, Stafford, Licensed Victualler. Aug 22 at 3.30 at office of Homfray and Holberton, High st, Brierley hill
 Myers, Michael, Edgware rd, Paddington, Auctioneer. Aug 17 at 12 at office of Ody, Blackfriars rd
 Newth, John Adrian, Grange rd, Bermondsey, Tailor. Aug 30 at 12 at office of Gausson, Bishopgate st, W. London
 Paton, Joseph, Cleary, and Joseph Wood Paton, Manchester, Commission Agents. Aug 30 at 3 at office of Hall and Co, Fountain st, Manchester
 Penny, Francis John, Nunney, Somerset, Saddler. Aug 23 at 3 at office of Dunn and Payne, King st, Frome
 Powell, Thomas, Wolverhampton, File Cutter. Aug 23 at 11 at office of Fellows, Mount Pleasant, Bilston
 Pratt, Charles, Thorne rd, Lambeth, Licensed Victualler. Aug 24 at 2 at office of Nash and Field, Queen st, Cheapside
 Pretlove, John, Culford mews, Ball's Pond rd, Carman. Aug 18 at 2 at office of Grimwade and Co, Queen Victoria st. Gray, Cheapside
 Riley, David, Lower Broughton, nr Manchester, Leather Merchant. Aug 27 at 3 at office of Addleshaw and Warburton, Norfolk st, Manchester
 Roberts, Thomas, Maerdy, nr Pontypriid, Grocer. Aug 24 at 12 at office of Rosser, Church st, Pontypriid
 Schofield, William, Beckenham, Kent, Builder. Aug 23 at 2 at St Michael's Hall, George yd, Lombard st. Lickorish and Bellow, Queen Victoria st
 Sellers, George Harry, Elgin rd, Addiscombe st, Auctioneer's Clerk. Aug 25 at 12 at office of Vant, Leadenhall st
 Scott, Ann, Normanby, York, Carter. Aug 27 at 3.30 at office of Stubbs and Hood, Albert rd, Middlesbrough
 Shruball, Frederick Arthur, Margate, Fishmonger's Assistant. Sept 5 at 3 at 8, King st, Margate
 Simpson, George Herbert, and Robert John Boddy, Burne st, Marylebone, Timber Merchants. Aug 23 at 3 at office of Cooper Brothers, George st, Mansion House. Nisbet and Daw
 Sinclair, Edward, Darlington, Railway Clerk. Aug 24 at 10 at office of Stewart, Feethams, Darlington
 Tate, Robert Tiplady, Skelton, York, Carman. Aug 18 at 3 at office of Dobson, Gosford st, Middlesbrough
 Thompson, John, Liverpool, School Furniture Manufacturer. Aug 27 at 3 at 11, Lord st, Liverpool. Harris and Gorst, Liverpool
 Turner, Charles, Rectory rd, Stoke Newington, Solicitor. Aug 21 at 11 at office of James, Quality ct, Chancery lane. Robinson, Gt Portland st
 Turner, Sarah Ann, Upper Norwood. Aug 28 at 2 at office of Johnson and Co, Old Jewry
 Tyack, Isiah, Sheffield, Furniture Broker. Aug 24 at 12 at office of Taylor, Norfolk row, Sheffield
 Valentine, George Benjamin, Stony Stratford, Bucks, Butcher. Aug 21 at 11 at Cook Hotel, Stony Stratford. Parrott, Stony Stratford
 Whitaker, Benjamin, Batley, Rag Merchant. Aug 22 at 4 at 7, Exchange bldgs, Batley. Wooler and Wooler
 White, Thomas, North Yke, Lincoln, Farmer. Aug 22 at 11 at office of Toynbee and Co, Bank st, Lincoln
 Wigle, Philip, and Julius Oscar Fochtman, Nottingham, Cabinet Manufacturers. Aug 20 at 3 at George Hotel, George st, Nottingham. Barlow, Nottingham
 Winterhoff, Frederick, Belvedere rd, Lambeth, Lithographic Stone Quarry Proprietor. Aug 21 at 2 at office of Kilby, College hill, Cannon st
 Wiseman, Jacob, Gt Grimsby, Smack Owner. Aug 21 at 3 at St Mary's chbrs, West St Mary's Gate, Gt Grimsby. Grange and Winttingham
 Woolton, Thomas John, Red Lion ct, Holborn, Ham and Beef Dealer. Aug 22 at 3 at office of Edwards, John st, Bedford row

TUESDAY, Aug. 14, 1883.

Bailey, George Edward, York, Stonemason. Aug 24 at 11 at office of Peters, New st, York
 Bartram, William, Leicester, Milk seller. Aug 28 at 11 at office of Wright and Co, Belvoir st, Leicester
 Bewle, George Frederick, New Wimbledon, Surrey, Grocer. Sept 3 at 12 at office of Robinson, King st, St Paul's hill
 Bell, James, and Martin Appleyard, Leeds, York, Cloth Millers. Aug 25 at 11 at office of Hardwick, East parade, Leeds
 Bendon, Thomas, Fulham Palace rd, Hammersmith, Builder. Sept 10 at 3 at office of Hulbert, Coleman st
 Blagg, William, Manchester, Fruit Salesman. Aug 27 at 3 at office of Chew, Swan st, Manchester
 Blown, Albert, Richmond rd, West Brompton, Draper. Aug 28 at 12 at office of Davie, New Inn, Strand
 Bradley, Frederick, Royal Leamington Spa, Warwick, Doctor of Medicine. Aug 28 at 11 at office of Passman, Bedford st, Leamington
 Braggins, John Henry, Banbury, Oxford, Timber, Dealb. Aug 27 at 2 at office of Kilby and Mace, High st, Banbury
 Brew, John Archer, Brighton, Sussex, Mineral Water Maker. Aug 25 at 12 at 13, Serjeant's Inn, Fleet st. Nye, Brighton
 Broughton, William, Leeds, Publican. Aug 25 at 11 at office of Dunn and French, East parade, Leeds
 Burchett, George Gains, Hastings, Sussex, Potato Merchant. Aug 27 at 12 at office of Jones and Co, Bank bldgs, Hastings
 Burn, Robert Homer, Long Bennington, Lincoln, Grocer. Aug 28 at 10.30 at Barn Hotel, Newark upon Trent. Page, Lincoln
 Clarke, Harnet Hyde, Newport, Salop, Gent. Aug 28 at 11 at Swan Hotel, Stafford. Morgan and Co, Stafford

Clarke, James, Bradwell st, Mile End, Carpenter. Aug 22 at 3 at office of Paddison and Co, Castle st, Holborn
 Clayton, William, High Barnet, Herts, Farmer. Sept 6 at 11 at office of Roberts, Colman st
 Cobham, Edward, Stevenage, Herts, Engineer. Aug 28 at 3 at Guildhall Tavern, Gresham st. Wild and Co, Ironmonger lane, Cheapside
 Combe, Edward, Birmingham, Licensed Victualler. Aug 25 at 10.30 at office of Fallows, Cherry st, Birmingham
 Cree, Francis, jun, Denton, Lancaster, Mechanic. Sept 3 at 12 at office of Lord and Son, Stamford st, Ashton under Lyne
 Cross, Edwin John, High st, Camden Town, China Dealer. Aug 24 at 4.30 at office of Wells, South sq, Gray's inn
 Davis, Arthur Henry, Walsall, Stafford, out of business. Aug 27 at 11 at Globe Hotel, Mount Pleasant, Bilston. Bowen, Bilston
 Dewhurst, William Archibald, and John Dewhurst, Manchester, Cotton Spinners. Aug 30 at 3 at office of Addleshaw and Warburton, Norfolk st, Manchester
 Dudley, Thomas Herbert, Derby, Tea Dealer. Aug 27 at 3 at office of Heath, Amen alley, Derby
 Falkner, Henry, Laurence Pountney hill, Cannon st, Commission Agent. Aug 29 at 3 at office of Baxter and Co, Laurence Pountney hill
 Firih, Joseph, Bradford, Painter. Aug 27 at 11 at office of Peel and Co, Chapel lane, Bradford
 Forder, Alfred, Moore st, Sloane sq, Coach Builder. Aug 25 at 3 at office of James, Quality, Chancery lane. Robinson, Gt Portland st
 France, John William, Leeds, Law Stationer. Aug 24 at 2.30 at office of Ford and Warren, Albion st, Leeds
 Furnival, Thomas, sen, Thomas Furnival, jun, and Samuel Bourne Furnival, Burslem, Earthenware Manufacturers. Aug 27 at 11 at North Stafford Hotel, Stoke on Trent. Tomkinson and Furnival, Burslem
 Gann, Frederick, Ramsgate, Master Mariner. Aug 30 at 10 at office of Parry, Harbour st, Ramsgate
 Gannaway, Isaac Turner, Tewkesbury, Butcher. Aug 23 at 2 at King's Head Inn, Tewkesbury. Champney, Gloucester
 Gill, Andrew, Armley, nr Leeds, Stonemason. Aug 27 at 11 at office of Lodge and Rhodes, Park row, Leeds
 Graham, Robert, Tewkesbury, Coal Dealer. Aug 29 at 3 at office of Brookes and Badham, High st, Tewkesbury
 Granger, James Martin, Liverpool, Shirt Manufacturer. Aug 27 at 3 at office of Levy, North John st, Liverpool
 Gregory, Walter Stephen, Disraeli rd, Ealing Green, Builder. Aug 21 at 12 at Star and Garter Hotel, Kew bridge. Barnes, Finsbury pavement
 Grimshaw, Thomas, Over Darwen, Lancaster, Cotton Manufacturer. Aug 29 at 3 at office of Addleshaw and Warburton, Manchester
 Hackney, Frederick, Wolstanton, Stafford, Grocer. Aug 25 at 11 at office of James, Newcastle under Lyne
 Harries, William Thomas, Llandoverly, Carmarthen, Shopkeeper. Aug 27 at 1 at Elephant Inn, Queen st, Carmarthen. Phillips, Llandoverly
 Harrison, James, Rhyl, Flint, Hotel Manager. Aug 31 at 2 at Albion Hotel, Chester. Ellis, Blaenau Ffestiniog
 Hindle, Francis Joseph, Gorton, nr Manchester, Surgeon. Aug 30 at 11 at Clarence Hotel, Piccadilly, Manchester. Tremewen, Manchester
 Holbrook, William, Bath, Butcher. Aug 21 at 11 at 1, Abbey st, Bath. Bartlett, Bath
 Hollins, William, and William Bostock, Manchester, Sewing Cotton Manufacturers. Aug 31 at 3.30 at Grovenor Hotel, Deansgate, Manchester. Diggles and Ogden, Manchester
 Hosking, Nicholas, Pant, Cornwall, Market Gardener. Aug 24 at 11 at office of Dale, Parade st, Penzance
 Hyett, William, Woodbury, Devon, Butcher. Aug 28 at 11 at office of Toby, Castle st, Exeter
 Hyman, Maurice Abraham, Aldersgate st, Furrer. Sept 4 at 12 at Guildhall Tavern, Gresham st. Board and Sons, Basinghall st
 Jones, David, Llanrwst, Denbigh, Innkeeper. Aug 30 at 12 at office of Ellis, Denbigh st, Llanrwst
 Kilmartin, John, Derby, Builder. Aug 24 at 3 at office of Heny, Market pl, Derby
 Law, James William, Dewsbury, Cloth Finisher. Aug 24 at 3 at office of Chadwick, Church st, Dewsbury
 Lawson, Edward James, Whitstable, Kent, Chemist. Aug 27 at 12 at Guildhall Coffeehouse. Morill and Mavell, Dover
 Leach, Francis Joseph, Tottenham ct rd, Perfumer. Aug 30 at 3 at office of Parkes and Burchell, Queen Victoria st
 Lewis, David, Lawrence hill, Gloucester, Draper. Sept 4 at 11 at office of Tribe and Co, Albion chbrs, Small st, Bristol. Fussell and Co, Bristol
 Lyon, John, Colchester, Essex, Furniture Salesman. Aug 25 at 4.30 at Castle Inn, East hill, Colchester. Biggenden, King st, Cheapside
 McAdam, James Nicoll, New Bridge st, Blackfriars, Engineer. Aug 24 at 3 at Inns of Court Hotel, High Holborn. Whyte and Co
 Macmillan, Thomas, Huddersfield, York, Draper. Aug 27 at 3 at office of Milnes and Swift, New st, Huddersfield
 McNamee, Matthew Joseph, King's Norton, Worcester, Plumbers' Brassfounder. Aug 27 at 3 at Great Western Hotel, Birmingham. Price, Birmingham
 Madie, Harry, Alexander rd, Wood green, no occupation. Aug 25 at 1 at office of Vant, Leadenhall st
 Mainland, John, North Shields, Northumberland, Painter. Aug 23 at 12 at office of Kidd, Norfolk st, North Shields
 Maxwell, Alexander, Carlisle, Bookseller. Aug 30 at 3 at Crown and Mitre and Coffee House Hotel, Carlisle. Wannop, Carlisle
 Metcalfe, John James, Manchester, Glass and Earthenware Dealer. Aug 28 at 11 at office of Gardner, Cooper st, Manchester
 Nalder, William, New Windsor, Berks, Tobacconist. Sept 6 at 3 at office of Durand, Guildhall chbrs. Durant, Windsor
 Newell, George, Oxford st, Draper. Aug 27 at 3 at Guildhall Tavern, Gresham st. Nicholls and Grant, Cheapside
 Nicholas, Henry John, Croydon, Surrey, Dairyman. Sept 4 at 3 at Masons' Hall Tavern, Mason's avenue, Basinghall st. Fowler and Co, Borough High st, Southwark
 Pactow, Caesar, Old Jewry, Commission Agent. Aug 27 at 3 at office of Myer, New Bridge st
 Patterson, William, Manchester, Provision Merchant. Aug 28 at 4 at office of Addleshaw and Warburton, Norfolk st, Manchester
 Pennell, Nelson, Wigan, Lancashire, Butcher. Aug 27 at 11 at office of Parkerson King's chbrs, King st, Wigan
 Pope, William, High st, Stoke Newington, Stationer. Aug 24 at 3 at office of Haywood, Bull lane, Cannon st
 Popplewell, John, Tunstall, Stafford, Mineral Water Maker. Aug 24 at 11 at office of Salt, Market st, Tunstall
 Roberts, Edmund Richard Francis, Sydenham, Kent, no occupation. Sept 6 at 3 at office of Nash and Field, Queen st
 Rogers, Arthur Benjamin Guinness, Liverpool, Watch Case Maker. Aug 29 at 3 at office of Gibson and Bolland, South John st, Liverpool. Smith and Son, Liverpool
 Russell, Charles Henry, Maid Vale, of no business. Sept 6 at 3 at 360, High Holborn. Lewis and Lewis, Ely pl, Holborn
 Sheard, William, Batley, York, Confectioner. Aug 27 at 3 at Queen Hotel, West gate, Heckmondwike. Mitchison, Heckmondwike

Swain, William, Sheffield, Potatoe Merchant. Aug 24 at 11 at Law Society, Hoolle's chbrs, Sheffield. Swift and Ashington, Sheffield
 Thompson, Robert, Headsnook, nr Carlisle, out of business. Sept 4 at 3 at office of Ryecroft and Pickup, Brown st, Manchester
 Todd, William, jun, Heywood, Lancaster, Cotton Manufacturer. Aug 31 at 3 at office of Addleshaw and Warburton, Norfolk st, Manchester
 Tomes, William, Barnet, Builder. Sept 3 at 2 at office of Cogswell, Museum st, Oxford st. Goatly, Tavistock row, Covent Garden
 Warner, John, Brentwood, Carriage Builder. Aug 30 at 2 at office of Woodward and Wood, Billiter st
 Webb, Thomas, Kendal, Westmorland, Horse Dealer. Aug 27 at 11 at office of Thompson, Highgate, Kendal
 Wilkins, Robert, jun, Bristol, Builder. Aug 24 at 12 at office of Hobbs, Clare st, Bristol
 Willis, George, Langport, Somerset, Tinman. Aug 27 at 2 at office of Derman, Princes st, Yeovil. Watts, Yeovil
 Windridge, James, Coventry, Watch Manufacturer. Aug 24 at 11 at office of Farish, Smithford st, Coventry
 Wright, Alfred Wrecks, Baker st, Clerkenwell, Stone Mason. Aug 23 at 11 at Falcon Hotel, Fetter lane. Brown, Queen st, Cheapside
 Yates, John Rollason, Mosley, Stafford, Hay Dealer. Aug 30 at 11 at office of Langman, Market st, Wolverhampton

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